

**OUTLEASE INFORMATION AND CODING
FOR FINANCE DIVISION, ACCOUNTS RECEIVABLE BRANCH [7BCAP]**

SEND COMPLETED FORM AND RENT SCHEDULE TO: Accounts Receivable Branch [7BCAR], 819 Taylor Street, Fort Worth, Texas 76102; Phone: 817-978-3652; Fax: 817-978-4567.
LESSEE RENT PAYMENTS: must show Lease Number, be made payable to "General Services Administration," and must be mailed to General Services Administration, Finance Division 7BCAR, P.O. Box 894201, Los Angeles, California 90189-4201.

TRANSACTION INFORMATION

Lease Number	GS-06-2002-001
Prior Lease Number	N/A
Lessee Name	Topeka Federal Parking Association (TFPA)
Lessee Contact Name & Phone Number	Tom Luedke (785) 295-2856
Lessee Email Address	tom.luedke@usdoj.gov
Lessee Billing Address	444 SE Quincy, Topeka, KS 66683
GSA Building Address	444 SE Quincy, Topeka, KS 66683
GSA Building Number	KS0092
Annual Rent	
Annual Rent Escalator [%]	N/A
Monthly Rent	\$50.00 per inside space per month, \$40.00 per outside space
per month.(100 structured spaces/47 surface spaces)	
Renewal Options	N/A
Effective Date	December 1, 2011
Expiration Date	December 31, 2012
Taxpayer Identification Number	

FINANCE CODING FOR OUTLEASE RENT INCOME [SELECT ONE CATEGORY LINE]

CATEGORY	MONTHLY RENT
<i>Public Buildings Cooperative Use Act of 1976</i>	
• Lease of Real Property [FBF 192X/431.3]	
• Antenna [Non-Federal] [FBF 192X/421.7]	
<i>National Historic Preservation Act of 1966</i>	
• Eligible & Listed Historic Properties [FBF 192X/421.5]	
<i>Federal Property and Administrative Services Act of 1949</i>	
• Government Owned Space & Services [FBF 192X/421.2]	
• Government Leased Space & Services [FBF 192X/421.3]	
<i>Revocable License</i> [FBF 192X/490.4]	\$ variable
TOTAL MONTHLY RENT	\$ variable

Security Deposit [FBF 192X/252.1]

Comment

E-mail cc Distribution Cynthia Schardt/7BC/6PTF/Darrell Patnode

Contracting Officer Brenda Ladage

Phone **(b) (6)**

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TRANSACTION INFORMATION

Lease Number.....	<u>GS-06-2002-001</u>
Prior Lease Number	<u>N/A</u>
Lessee Name	<u>Topeka Federal Parking Association (TFPA)</u>
Lessee Contact Name & Phone Number	<u>Tom Luedke (785) 295-2856</u>
Lessee Email Address	<u>tom.luedke@usdoj.gov</u>
Lessee Billing Address	<u>444 SE Quincy, Topeka, KS 66683</u>
GSA Building Address	<u>444 SE Quincy, Topeka, KS 66683</u>
GSA Building Number	<u>KS0092</u>
Annual Rent	
Annual Rent Escalator [%]	<u>N/A</u>
Monthly Rent	<u>\$50.00 per inside space per month, \$40.00 per outside space per month (98 structured spaces/47 surface spaces)</u>
Renewal Options	<u>N/A</u>
Effective Date	<u>April 1, 2011</u>
Expiration Date	<u>December 31, 2012</u>
Taxpayer Identification Number	

FINANCE CODING FOR OUTLEASE RENT INCOME [SELECT ONE CATEGORY LINE]

CATEGORY	MONTHLY RENT
<i>Public Buildings Cooperative Use Act of 1976</i>	
• Lease of Real Property [FBF 192X/431.3]	
• Antenna [Non-Federal] [FBF 192X/421.7]	
<i>National Historic Preservation Act of 1966</i>	
• Eligible & Listed Historic Properties [FBF 192X/421.5]	
<i>Federal Property and Administrative Services Act of 1949</i>	
• Government Owned Space & Services [FBF 192X/421.2]	
• Government Leased Space & Services [FBF 192X/421.3]	
<i>Revocable License</i> [FBF 192X/490.4]	<u>\$ variable</u>
TOTAL MONTHLY RENT	<u>\$ variable</u>

Security Deposit [FBF 192X/252.1]

Comment

E-mail cc Distribution Cynthia Schardt/7BC/6PTF/Darrell Patnode

Contracting Officer Brenda Ladage Phone (b) (6)

**OUTLEASE INFORMATION AND CODING
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TRANSACTION INFORMATION

Lease Number	<u>GS-06-2002-001</u>
Prior Lease Number	<u>N/A</u>
Lessee Name	<u>Topeka Federal Parking Association (TFPA)</u>
Lessee Contact Name & Phone Number	<u>Tom Luedke (785) 295-2856</u>
Lessee Email Address	<u>tom.luedke@usdoj.gov</u>
Lessee Billing Address	<u>444 SE Quincy, Topeka, KS 66683</u>
GSA Building Address	<u>444 SE Quincy, Topeka, KS 66683</u>
GSA Building Number	<u>KS0092</u>
Annual Rent	<u>N/A</u>
Annual Rent Escalator [%]	<u>N/A</u>
Monthly Rent	<u>\$50.00 per inside space per month, \$40.00 per outside space per month</u>
Renewal Options	<u>N/A</u>
Effective Date	<u>January 1, 2009</u>
Expiration Date	<u>December 31, 2012</u>
Taxpayer Identification Number	<u></u>

FINANCE CODING FOR OUTLEASE RENT INCOME [SELECT ONE CATEGORY LINE]

CATEGORY	MONTHLY RENT
<i>Public Buildings Cooperative Use Act of 1976</i>	
• Lease of Real Property [FBF 192X/431.3]	_____
• Antenna [Non-Federal] [FBF 192X/421.7]	_____
<i>National Historic Preservation Act of 1966</i>	
• Eligible & Listed Historic Properties [FBF 192X/421.5]	_____
<i>Federal Property and Administrative Services Act of 1949</i>	
• Government Owned Space & Services [FBF 192X/421.2]	_____
• Government Leased Space & Services [FBF 192X/421.3]	_____
<i>Revocable License</i> [FBF 192X/490.4]	<u>\$ variable</u>
TOTAL MONTHLY RENT	<u>\$ variable</u>

Security Deposit [FBF 192X/252.1]

Comment

E-mail cc Distribution Cynthia Schardt/7BC/6PTF/Larry Pierce

Contracting Officer Barbara Bodinson

Phone (b) (6)



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315591 #

Today's Date	09/11/2009	Number of Pages	1
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number		Status/Sub-Version Number	
Comments : AKS01850-Other.pdf Outlease Info			

[Print](#) [Close](#)



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315794 #

Today's Date	09/14/2009	Number of Pages	3
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	3	Status/Sub-Version Number	
Comments : AKS01850-Other-3.pdf Comm Negotiationis			

[Print](#) [Close](#)

(b) (6) cell
"Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>



"Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov>
09/16/2008 08:52 AM

To: cynthia.schardt@gsa.gov
cc
Subject: RE: Parking Association Outlease

Hello Cynthia,

I am sorry about the tardy reply but one of our board members was on vacation and she just got back yesterday. We met to discuss your offer and I have drafted a letter to send to you based on the boards comments. I would also like to get this wrapped up if we can. I think we can reach an agreement on this fairly easily. When are you leaving? Enclosed is a copy of the letter I will be sending you. Please look at it and let me know what you think. Thank you.

Tom

From: cynthia.schardt@gsa.gov [mailto:cynthia.schardt@gsa.gov]
Sent: Tuesday, September 16, 2008 8:29 AM
To: Luedke, Tom (USAKS)
Subject: Parking Association Outlease

Hi, Tom.

I just wanted to check in with you and see if everything was OK with the offer and paperwork I submitted to you by Fedex a couple of weeks ago on the Topeka Federal Parking Association Outlease with GSA. I am getting ready to leave on extended leave for the next three months, and wanted to wrap things up with you now, if possible, so we have everything set to go for your Dec. 31, 2008 expiration date on the current license.

Please give me a call if you need anything, or to further discuss this agreement.

Thanks!

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office



(b) (6) cell 9-16-08 Parking Association Letter_mtd.wpd

Topeka Federal Parking Association

444 SE Quincy

Topeka, Kansas 66683

(785) 224-7356

tom.luedke@usdoj.gov (work)

(b) (6)

Ms. Cindy Schardt
Realty Specialist
U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Outlease Contract #GS-06-2002-001

Dear Ms. Schardt:

I apologize for the tardiness of my response, but one of our board members was out on holiday, and I wanted to discuss your counteroffer with the entire board before responding. I appreciate your indulgence in this matter.

During the board's discussion a couple of issues came up, the first of which was a comparable parking rates at other GSA facilities. Information was obtained that indicated that the outside parking rate at the Kansas City, Kansas courthouse is just \$30.00 per month. This includes both gated and non-gated parking. It was also learned that the GSA run Social Security Administration facility in Topeka receives free parking. Obviously, you are in a superior position to obtain these facts, but from our limited inquiry it seems that parking rates are lower elsewhere. Perhaps you could provide us with some comparable examples to assist our deliberations.

Another point of discussion concerned the value that the parking association would receive for the extra money it would be paying. Some dissatisfaction was expressed about the cleanliness of our parking garage. Additionally, parking space number and stall lines have faded to the point of near invisibility. The board was curious as to whether an increase in the parking rate will result in a concomitant increase in the attention provided to the cleanliness and marking of the parking area.

As ordinary citizens we can certainly attest to the fact that the price of everything seems to be going up. It would seem, however, that parking expenses would remain fairly static. Since the parking facility is part of the building this expense would be borne whether or not anyone parked in the facility.

You mentioned in your previous letter that the people who park in the building benefit from the extra security. That is true, but since this is a federal courthouse the security would be present whether anyone parked in the building or not. I hope that GSA's review of outlease pricing will result in an acknowledgment of the value of the security provided by the federal work force parking in its facilities. These are vetted and stable employees who offer a secure customer base for GSA. They provide a reasonable income for GSA for space that would go uncompensated without them. In that regard we have a symbiotic relationship.

We would like, if at all possible, to keep the rates as they are for a period of four additional years. As mentioned above, the price of everything has been going up. Holding the line on parking rates would certainly be a welcome relief for the parking tenants in this building. It would also generate immeasurable good will for GSA.

If you could provide us some information for parking rates at comparable GSA run federal facilities it would assist our deliberations.

In closing, the board would like to thank you for your reasonable counteroffer. It is our sincere desire to abate any parking increase if we can. It would certainly be a relief to our association's members. Thank you for your attention to this matter and I look forward to your prompt reply.

Sincerely,

Tom Luedke
President
Topeka Federal Parking Association

FINANCE INFORMATION FORM

SEND COMPLETED FORM AND RENT SCHEDULE TO: Accounts Receivable Branch [7BCAP], 819 Taylor Street, Fort Worth, Texas 76102; Phone: 817-978-0538; Fax: 817-978-4616/8570.

LESSEE RENT PAYMENTS: must show Lease Number, be made payable to "General Services Administration," and must be mailed to General Services Administration, P.O. Box 894201, Los Angeles, California 90189-4201.

CONTRACT NO.: GS-06-2002-001 PRIOR CONTRACT NO. 6-2002-001

LESSEE: Topeka Federal Parking Association

LESSEE ADDRESS: 444 S.E. Quincy, Topeka, KS 66683
(BILLING ADDRESS) (CITY/STATE/ZIP)

BUILDING LOCATION: Frank Carlson Federal Building & U.S. Courthouse, 444 S.E. Quincy, Topeka, Kansas

BUILDING NUMBER: KS0092 TOTAL ANNUAL RENT: Variable MONTHLY RENT: Variable

EFFECTIVE DATE: January 1, 2007 EXPIRATION DATE: December 31, 2008

FINANCE CODING FOR OUT

- 1) RENTAL INCOME FROM GOVERNMENT-OWNED SPACE ONLY (100%)
- 2) RENTAL INCOME FROM GOV'T-OWNED SPACE V SPACE (25%) SERVICES (75%)
- 3) RENTAL INCOME FROM GOVERNMENT-LEASED SERVICES (100%)
- 4) RENTAL INCOME FROM COOPERATIVE USE ACT SERVICES (100%)
- 5) RENTAL INCOME FROM ANTENNA PROGRAM
- 6) RENTAL INCOME FROM NAT'L HISTORIC PRESER SERVICES (100%)
- 7) REVOCABLE LICENSES WITH NON-FEDERAL CLIE... SERVICES (100%) (192X/490.4) \$

Randy Butler
Coast Guard
785/339-3596

TOTAL MONTHLY RENT \$ see below

Security Deposit [FBF 192X/252.1]\$

Comment Variable: maximum 101 inside spaces @\$47mps / 47 outside spaces @\$37 mps

E-mail cc Distribution Carolyn Guy / 7BC / 6PTF/

Contracting Officer Barbara L. Bodinson

Phone (b) (6)


POC: Tom Luedke @785/295-2856 (w/USAtty) (pronounced LUD-KEY)



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**
09/19/2006 08:33 AM

To FW-OutleaseDocuments Finance
John E. Glaess/7BC/Ro7/GSA/GOV@GSA, Deborah S.
cc Torres/6P/Ro6/GSA/GOV@GSA, Angela G.
Conchola/6P/Ro6/GSA/GOV@GSA, Larry D.
bcc
Subject Outlease SLA1 / Financial for GS-06-2002-001 - Topeka
Federal Parking Association

Topeka Federal Parking Association / Parking Outlease (KCMO):  GS-06-2002-001SLA.pdf

 GS-06-2002-001Financial.doc

FW - Please send new payment coupons. Thank you -

FYI: 6PFK

Carolyn Guy
Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

OUTLEASE INFORMATION AND CODING FOR FINANCE DIVISION, ACCOUNTS RECEIVABLE BRANCH [7BCAP]

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LESSEE RENT PAYMENTS: must show Lease Number, be made payable to "General Services Administration," and must be mailed to General Services Administration, Finance Division 7BCAP, P.O. Box 70697, Chicago, Illinois 60673.

TRANSACTION INFORMATION *CR#KS0017296*

Lease Number	<i>6-2002-001</i>
Prior Lease Number	<i>GS-0-9-06-69016</i>
Lessee Name	<i>Topeka Federal Parking Association</i>
Lessee Billing Address	<i>444 S.E. Quincy</i>
.....	<i>Topeka KS 66683</i>
GSA Building Address	<i>444 S.E. Quincy, Topeka Kansas</i>
GSA Building Number	<i>KS0092</i>
Annual Rent	<i>558.00 / space (year 1)</i>
Annual Rent Escalator [%]	<i>\$2.00 / space increase per year</i>
Monthly Rent	<i>46.50 (year 1) outside 36.50 (yr 1) inside</i>
Renewal Options	<i>no, but rent escalates by \$2.00 / space each year</i>
Effective Date	<i>January 1, 2002</i>
Expiration Date	<i>December 31, 2006</i>

POC *Tom Luedka* 785-815-2856 - *USAFHS Office*

FINANCE CODING FOR OUTLEASE RENT INCOME [SELECT ONE CATEGORY LINE]

CATEGORY

MONTHLY RENT

Public Buildings Cooperative Use Act of 1976

- Lease of Real Property [FBF 192X/431.3]
- Antenna [Non-Federal] [FBF 192X/421.7]

National Historic Preservation Act of 1966

- Eligible & Listed Historic Properties [FBF 192X/421.5]

Federal Property and Administrative Services Act of 1949

- Government Owned Space Only [PBS 0951/421.2]
- Government Owned Space & Services [FBF 192X/421.2]
- Government Leased Space & Services [FBF 192X/421.3]

- x Revocable License [FBF 192X/490.4]

TOTAL MONTHLY RENT *variable # spaces*
each mo.

46.50 in / space
36.50 out / space
46.50 in / space
36.50 out / space

Security Deposit [FBF 192X/252.1]

Comment *automatically increases each year (on anniv. date) by \$2.00. Outside parking costs \$10 less per space per month than inside*

E-mail cc Distribution *Steve Ohms*

Contracting Officer *Cindy Jackson Kiley*

Phone *817-823-1213*

1213

LUD-KEY

JUSTIFICATION MEMORANDUM

Retention of Underutilized Property

In accordance with the 41 CFR 101-47.802 GSA may retain federal properties in its inventory that are identified as 'underutilized', until such time as a new federal assignment is received. Temporary use by others is allowable and desirable in the continuance of facility maintenance and receipt of income.

Outleasing of Temporarily Surplus Property

Outleasing is a desirable method of complying with the intent of the law in maintaining an intact federal inventory for future use. Many federal and military agencies, operating in a cyclical fiscal environment, may not be able to commit to expansion requirements within reasonable times frames. With that knowledge, GSA will retain properties that are of the most desirable in meeting federal clients future needs, designating them as 'temporarily surplus', and applying utilization regulations for surplus properties.

Determination of Future Need

The Frank Carlson Federal Building and Courthouse, located at 444 S.E. Quincy St., is a six-story building built in 1977. There are 236 underground parking spaces and 55 surface parking spaces provided at this building. There is a long-term Federal need for the property. Therefore, for the period 2006-2009, portions of the Frank Carlson Federal Building parking lots are determined as 'temporarily surplus'.

Utilization Strategy

Outleasing to non-federal tenants will be utilized to maximize short-term return/income.

(b) (6)

Barbara Bodinson
Contracting Officer
East Leasing Branch (6PEL)
Date 6/9/06

OUTLEASE / LICENSE FILE CHECK LIST

Location: Topeka, KS KS0092
(City & State; Bldg Number)

Contract No.: GS-06-2002-001 Client: Topeka Fed Parking Assoc

Sq Ft / Type of Space: Variable Parking CBR No.: KS0017296

1. <u>OUTLEASE PROCESS OVERVIEW</u>	<u>Yes/In File</u>	<u>No or N/A</u>
Current Justification Memorandum	_____	_____
a. <i>Cooperative Use Act</i>		
Verify access level	_____	_____
b. <i>Historic Preservation Act</i>		
Property on/eligible for	_____	_____
inclusion on Nat'l Register		
c. <i>'49 Act</i>		
Clear w/Real Estate Sales		
by E-mail		
(+1,000sf only; ground floor)		
Waiver/SF118 Report of Excess		
d. <i>Revocable License</i>	x	
 2. <u>ESTABLISH CONTRACT FILE</u>		
Copy of annotated floor plan		
(Exhibit w/contract)		
Outlease Form (formerly GSA 3486)		
License (GSA 1582)	x	
Permit (GSA 1583)		
 3. <u>STAR (Check for accuracy against outlease file)</u>		
Description (correct room #; contract #)	x	
Contact information	x	
Building square footage		
CBR expiration date	x	
 4. <u>CONTRACT</u>		
Cover letter	x	
Executed Contract/License (bilateral)	x	
Financial Verification/Business License		
(2 yr min)		
Certificate of Insurance (Gov't/GSA		
addtl Insured; specifies rented Address)		
(City or State must have letter stating		
self-insured)		
Supplemental Lease Agreement/Amendments		
(SLA's)	x	
 5. <u>ADMINISTRATION</u>		
Check CIFM for drawing accuracy		
Finance Information Form; submit to GSA		
Finance (7BC) (contractual agreement		
Must accompany this form to 7BC)	x	

CBR Details - KS0017296			
File Options Status Help			
CBR No:	KS0017296	CBR Status:	FINAL
Corresp Symbol:	6PMR	Team Code:	5104
A/B Code:	4787	A/B Name:	GSA OUTLEASE
Project No:	1KS0008	Activity Name:	
Loc Code:	KS0092	Lease No:	
Space Subsidy		OA No:	OUTLEASE
A/B Code:		A/B Name:	
Non-Cancelable:	No	1-4 Month Notice Rec'd	Yes No
ROI Pricing:	No	Term Notification Months:	6
Effective Date:	01-Oct-1997	Total Term Months:	111
Expiration Date:	31-Dec-2006	Remaining Months:	21
Description:			
OUTLEASE CONTRACT GS-06-2002-001 [OLD CONTRACT GS-0-9-06-69016]. TOPEKA FEDERAL PARKING ASSOCIATION. VARIABLE CONTRACT. [CG REVIEWED 06/13/06]			
Billing History		Last Non-Zero Billed	
(Excluding Reimbursable Services)			
Period:	Mar-2005	Amount:	7,143
Last Billed			
Period:	Mar-2005	ANSI Rentable SQFT	0
		NUM	



Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov>

Fwd: term of outlease

1 message

Chuck McBroom - 6P1PTF <charles.mcbroom@gsa.gov>

Tue, Dec 11, 2012 at 10:49 AM

To: Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov>, Abbe Godsey <abbe.godsey@gsa.gov>

Cindy,

The payment address on the RLA needs to be updated to :

General Services Administration
P.O. Box 301511
Los Angeles, CA 90030-1511

Under the consideration section I would also put the number of spaces that they are renting, as opposed to the current wording of "One inside/structured parking space" etc. To me, that seems a bit confusing.

Aside from that it looks okay, and I understand Marian's justification for the pricing, and I will support that as she is the expert.

Just be aware that lowering one rate and not lowering the other rate might raise some questions from the parking assn., so potentially be ready for that, but you have documentation/reasoning from Marian to back that up if needed.

I've also cced Abbe on this, as I believe she still wants to look these over before they head out the door for tenant signature.

thanks,

Chuck
Chuck McBroom
Space Management Specialist - Outlease Contracting Officer
Federal Space Management Branch (6P1PTF) - Portfolio Division
U.S. General Services Administration - Public Buildings Service
1500 E. Bannister Rd
Kansas City MO 64131
Office 816-823-4269 | Mobile (b) (6)

----- Forwarded message -----

From: **Cynthia Schardt - 6P1PTF** <cynthia.schardt@gsa.gov>

Date: Tue, Dec 11, 2012 at 8:29 AM

Subject: Fwd: term of outlease

To: Chuck McBroom - 6P1PTF <charles.mcbroom@gsa.gov>

Hi. Attached is the draft. I have set a fixed amount due for inside and outside spaces as opposed to a variable arrangement, and all changes from the last contract are in blue text. I also reduced the rate for outside parking based on this discussion with Marian yesterday below. I told her I was setting a new four year term at these

rates of \$35 outside and \$50 inside.

Let me know if you have any questions, otherwise I'll send this document to Topeka for signature. (There is a blank page because of spacing when I changed the text that I will delete before sending.)

Cindy Schardt
Space Management Specialist
GSA-PBS
Portfolio Division
Office: 816-823-2898
Cell: (b) (6)

----- Forwarded message -----

From: **Marian Fields - 6P1PT** <marian.fields@gsa.gov>
Date: Mon, Dec 10, 2012 at 2:19 PM
Subject: Re: term of outlease
To: Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov>

I see your justification for not raising the indoor rates since the current rate is higher than the reported asking rates. However, also in the interest of consistency, I think you should lower the outside parking rate. As an appraiser I prefer to work in round numbers, so I would not be as precise as \$31.80, but possibly a drop to \$35 would be justified with the previous discussed security as it is still above the current asking rates.

Marian Fields, MAI, SRA
Senior Regional Appraiser
U.S. General Services Administration
Heartland Region 6
816-926-7420 - Direct
(b) (6) - Cell

On Mon, Dec 10, 2012 at 2:12 PM, Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov> wrote:

As this is an employee parking association, I do not want to raise rates beyond where they were in the previous term, so if I need to be consistent, I'd rather reduce the outside parking rate to \$31.80 which is 6% higher than the rate you quoted (if the \$50 inside is 6% higher than the lower end of your parking range.) I do not want to raise inside parking rates at all but keep them at \$50.

Cindy Schardt
Space Management Specialist
GSA-PBS
Portfolio Division
Office: 816-823-2898
Cell: (b) (6)

On Mon, Dec 10, 2012 at 2:09 PM, Marian Fields - 6P1PT <marian.fields@gsa.gov> wrote:

Cindy, then my recommendation would to raise the inside rate to \$55 for the same justification that you are keeping the outside rate at \$40 on-site, 24-hour monitoring. The covered rate from \$50 to \$55 is an increase of approximately 10% or about 2.5% annually. The outside rate of \$40 is approximately 33% higher than the lot rate of \$30. That said, it would also not be unrealistic to keep the inside rate at \$50, which is 6% higher

than the lowest reported rate but 27% lower than the average of all the indoor rates, which was \$63.50.

Let me know if you have any other questions.

Thanks,

Marian Fields, MAI, SRA
Senior Regional Appraiser
U.S. General Services Administration
Heartland Region 6
816-926-7420 - Direct
(b) (6) - Cell

On Mon, Dec 10, 2012 at 1:59 PM, Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov> wrote:

Yes, it started in January 2009 and runs through the end of this month. The inside rate is \$50, the lower end of your range, and the outside rate is \$40, a bit higher than your \$30, but I factored in the Federal security on site and 24 hour monitoring to justify keeping it there.

Cindy Schardt
Space Management Specialist
GSA-PBS
Portfolio Division
Office: 816-823-2898
Cell: (b) (6)

On Mon, Dec 10, 2012 at 1:58 PM, Marian Fields - 6P1PT <marian.fields@gsa.gov> wrote:

Cindy,

Can you tell me what the previous rate was, when the lease started and ended?

Thanks,

Marian Fields, MAI, SRA
Senior Regional Appraiser
U.S. General Services Administration
Heartland Region 6
816-926-7420 - Direct
(b) (6) - Cell

On Mon, Dec 10, 2012 at 1:37 PM, Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov> wrote:

Hi. The Topeka parking information you provided last week has reflected a fairly stable market over the last several years from my previous rate data. The last outlease term for the parking association was four years. I'd like to set it at four years again terminating in 2016. Do you see a problem doing that? Do you support that length? Chuck is the CO and will be signing and this was a concern for him.

Let me know.

Thanks!

Cindy Schardt
Space Management Specialist
GSA-PBS
Portfolio Division
Office: 816-823-2898
Cell: (b) (6)



Outlease 6-2002-01 TFPA Revokable License renewal 12-10-12.docx
22K



Cynthia Schardt - 6P1PTF <cynthia.schardt@gsa.gov>

Topeka Parking

1 message

Marian Fields - 6P1PT <marian.fields@gsa.gov>
To: Cynthia Schardt <cynthia.schardt@gsa.gov>

Wed, Dec 5, 2012 at 10:49 AM

Cindy,

The City of Topeka has 7 garages and 3 open lots. The parking rent for the garages ranges from \$47.43 to \$67.75 and the rent for the open lots is \$30. Let me know if you need anything else.

Thanks,

Marian Fields, MAI, SRA
Senior Regional Appraiser
U.S. General Services Administration
Heartland Region 6
816-926-7420 - Direct
(b) (6) - Cell

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

**444 SE Quincy
Topeka, KS 66683
(785) 295-2856**

4. PROJECT DESIGNATION AND ADDRESS

**Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683**

5. MAXIMUM PERIOD COVERED

**TWELVE (12) Months
FROM 12/1/2011 TO 12/31/2012**

6. CONSIDERATION

**One inside/structured parking space
\$600.00 per year per space
\$50.00 per month per space****One outside/surface parking space
\$480.00 per year per space
\$40.00 per month per space**

7. DESCRIPTION OF PROPERTY AFFECTED

**ie.
100 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse**

8. PURPOSE OF LICENSE

**ie.
To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.****9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:****I. SPECIAL CONDITIONS****This amendment is to increase the number of inside/structured parking spaces from 98 to 100 spaces. All other rates, terms and conditions in effect from renewal in 2009 until expiration on 12/31/2012.****Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:****GS
Pa
GE
Gr
P.
Lo****Th
G****DA****BY****PR****TIT****ten notice by the GSA or Licensee.****Name
LICENSEE****ACCEPTED THIS DATE****11-7-11****BY (Signature)****Shower 2. Kuehler****PRINTED NAME****(b) (6)****TITLE****President
Topeka Federal Parking Association****(See reverse)**

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

01.dot

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683
(785) 295-2856

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683

5. MAXIMUM PERIOD COVERED

TWELVE (12) Months

FROM

TO

12/1/2011

12/31/2012

6. CONSIDERATION

One inside/structured parking space

\$600.00 per year per space

\$50.00 per month per space

One outside/surface parking space

\$480.00 per year per space

\$40.00 per month per space

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

100 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE

ie.

To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

This amendment is to increase the number of inside/structured parking spaces from 98 to 100 spaces. All other rates, terms and conditions in effect from renewal in 2009 until expiration on 12/31/2012.

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION**Greater Southwest Finance Center****P. O. Box 894201****Los Angeles, CA 90189-4201**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA)
LICENSOR**Name**
LICENSEE

DATED

11/15/2011

ACCEPTED THIS DATE

11-7-11

BY (Signature)

(b) (6)

BY (Signature)

(b) (6)

PRINTED NAME

Brenda Lee Ladage

PRINTED NAME

Thomas G. Luedke

TITLE

Contracting Officer

TITLE

President, Topeka Federal Parking
Association.

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

01.dot

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
GSA OUTLEASED SPACE (4787)
And
GENERAL SERVICES ADMINISTRATION

AKS01850	Draft	Version:	4	Date Last Modified:	14-Nov-2011
KS0092ZZ				Increased Parking Spaces	

GSA OUTLEASED SPACE (Code 4787) will occupy 0.00 usable (0.00 rentable) square feet of space and 100 structured parking spaces and 47 surface parking spaces at FRANK CARLSON FB&CT (KS0092) located at 444 S.E. QUINCY, TOPEKA, KS, for a period of 13 months commencing on or about 12/01/2011.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Client Billing Record (CBR) incrementally. In the case of phased occupancy with separate CBRs (example, different Agency/Bureau codes), the rent start date for each CBR will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA #: AKS01850 OA Status: Draft Version: 4 Loc Code: KS0092ZZ

Outleasing OA for revenue estimation only
AKS01850
4787

Draft
GSA OUTLEASED SPACE
KS0092ZZ

Version: 4

Page: 2 of 2
Date Last Modified: 14-Nov-2011

OA Start Date: 01-Dec-2011
OA End Date: 31-Dec-2012

Increased Parking Spaces
Fiscal Year: 2013 Partial
Period: 01-Oct-2012 to 31-Dec-2012

	Charge Basis	Period Charge	Annual Rate
A. Market Rent SubTotal	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	100	\$15,000.00	\$600.000000000
b. Surface (number of spaces)	47	\$5,640.00	\$480.000000000
B. Agency Rent SubTotal	0	\$20,640.00	
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	0	\$20,640.00	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$20,640.00	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$20,640.00	
Customization Tier		2	
Amortization Terms (in months)		13	
PBS Fee is		0%	

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
GSA OUTLEASED SPACE (4787)
And
GENERAL SERVICES ADMINISTRATION

AKS01850	Final	Version:	3	Date Last Modified:	24-Mar-2011
KS0092	KS0017296			increase structured parking from 92 to 98 space with addition of FBI 6.	

GSA OUTLEASED SPACE (Code 4787) will occupy 0.00 usable (0.00 rentable) square feet of space and 98 structured parking spaces and 47 surface parking spaces at FRANK CARLSON FB&CT (KS0092) located at 444 S.E. QUINCY, TOPEKA, KS, for a period of 21 months commencing on or about 04/01/2011.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Client Billing Record (CBR) incrementally. In the case of phased occupancy with separate CBRs (example, different Agency/Bureau codes), the rent start date for each CBR will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Outleasing OA for revenue
estimation only
AKS01850

Final
GSA OUTLEASED
SPACE

Version: 3

Page:

2 of 3

Date Last Modified:

24-Mar-2011

4787

KS0017296

KS0092

Other increase structured parking from 92 to 98 space
with addition of FBI 6.

OA Start Date:

01-Apr-2011

Fiscal Year:

2012

OA End Date:

31-Dec-2012

Period: 01-Oct-2011 to

30-Sep-2012

	Charge Basis	Annual Charge	Annual Rate
A. Market Rent SubTotal	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	98	\$58,800.00	\$600.000000000
b. Surface (number of spaces)	47	\$22,560.00	\$480.000000000
B. Agency Rent SubTotal	0	\$81,360.00	
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	0	\$81,360.00	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$81,360.00	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$81,360.00	
Customization Tier		2	
Amortization Terms (in months)		21	
PBS Fee is		0%	



March 30, 2011

Mr. Tom Luedke
US Attorney's Office
Topeka Federal Parking Association
444 SE Quincy
Topeka, KS 66683-0001

Dear Mr. Luedke:

Enclosed please see the fully executed copy of your Outlease Agreement for the parking outlease # GS-06-2002-001 at the Carlson Federal Building and Courthouse in Topeka, Kansas, which is effective April 1, 2011 through December 31, 2012.

If I can be of further assistance, please call me at (b) (6) or email cynthia.schardt@gsa.gov.

Sincerely,

(b) (6)

Cindy Schardt
Space Management Specialist
GSA Public Buildings Service
Real Estate Acquisition Division (6PRF)

Enclosure

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683
(785) 295-2856

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683

5. MAXIMUM PERIOD COVERED

TWELVE (12) Months
FROM 4/1/2011 TO 12/31/2012

6. CONSIDERATION

One inside/structured parking space
\$600.00 per year per space
\$50.00 per month per spaceOne outside/surface parking space
\$480.00 per year per space
\$40.00 per month per space

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

98 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE

ie.

To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

This amendment is to increase the number of inside/structured parking spaces from 92 to 98 spaces. All other rates, terms and conditions in effect from previous renewal in 2009 until expiration on 12/31/2012.

Monthly payment shall be payable by Licensee to GSA without demand on the **first day** of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION**Greater Southwest Finance Center****P. O. Box 894201****Los Angeles, CA 90189-4201**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Name LICENSEE
DATED	ACCEPTED THIS DATE 3-10-11
BY (Signature) (b) (6)	BY (Signature) (b) (6)
PRINTED NAME BRENDA LEE Ladage	PRINTED NAME Thomas G. Luedke
TITLE Contracting Officer	TITLE President, TFPA

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

- m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

01.dot

SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas. Such insurance coverage must be shown at the time of initial agreement between the Licensee and the individual.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Field Office Director.
3.
 - a. Either party may cancel its license, or reduce the number of parking spaces, upon thirty- (30) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.
 - b. Licensee shall have available for assignment each month a maximum of **98 inside and 47 outside parking spaces**. Licensee shall provide to the Field Office Director, by the fifth day of each month, a current list of assigned parking spaces showing parking space number, decal number, and assignment priority as listed in paragraph 6 of the Special Conditions. Assignments may be added at any time during any month by notifying the GSA Field Office Director and providing the required information about the additional assignments.
 - c. Monthly consideration shall be paid at the rate specified in the rental schedule detailed in paragraph 4.E. of the Special Conditions, for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain the following license number for identification purposes: **6-2002-001**.

All payments are to be paid by check or money order and mailed or delivered to:

**General Services Administration
Greater Southwest Finance Center
P.O. Box 894201
Los Angeles, CA 90189-4201**

on or before the first day of each month.

- d. Not later than the tenth day of each month, the Licensee shall notify:

**Cindy Schardt
Space Management Specialist
Federal Realty Services Branch (6PRF)
1500 East Bannister Road
Kansas City, MO 64131**

of the number of spaces assigned for the month and the amount of the rent payment made in accordance with paragraph 4.C. above.

e. Rental Schedule:

	Term	Rent/Space/Month
Years 1-4	April 1, 2011 through December 31, 2012	\$50.00 inside/structured
		\$40.00 outside/surface

f. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Field Office Director.

4. Licensor, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to members of the Topeka Federal Parking Association for vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Federal employees in the Carlson Federal Building so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Other Federal employees employed in the Carlson Federal Building.
 - d. Other persons employed in the Carlson Federal Building.
 - e. Others, whether or not employed in the Carlson Federal Building.
6. Vehicles parking in the demised space shall bear decals, which will be provided to the Licensee by the GSA Field Office Director. Licensee shall issue and retrieve the decals. Decals will be periodically replaced as determined by the Field Office Director.
7. In addition to the amount provided for in 4.E. above, the Licensee may assess an additional amount of not more than \$2.00 per space per month to members of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
8. Each party agrees to reopen negotiations on any terms or conditions contained herein upon the request of the other party.
9. In the event snow or ice creates hazardous conditions, parking may be restricted or may not be available for 24 hours. No refunds of parking fees will be made in this event.
10. Parking assignments may begin at any time during the month, with rent prorated as follows: Monthly rate divided by the number of days in the month to determine a daily rate which will be multiplied by the number of days remaining in the month, beginning with the first day of the assignment, to determine the amount of rent for the partial month.



<RBMmail@gsa.gov>

03/24/2011 01:37 PM

To <cynthia.schardt@gsa.gov>, <cynthia.schardt@gsa.gov>

cc

bcc

Subject 506-FSR-11-290976 - Parking Addition/Modification for:
KS0017296

This request is complete. The completed action can be found by reviewing The following actions were taken in response to Request ID 506-FSR-11-290976:

OA AKS01850, version 3, was created and will be finalized;
CBR KS0017296 was modified.

92 structured
47 surface
98 structured

No
Comments -

(b) (6)

3/17/11

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS**Customers without a Daily Pickup**

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.

To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE

TERESA SCHRIEVER 8168231561 GSA.TERESA97@GSA 1500 E BANISTER RD KANSAS CITY MO 64131	0.0 LBS LTR	1 OF 1
SHIP TO: MR. TOM LUEDKE 785-295-2856 US ATTORNEY'S OFFICE 444 SE QUINCY TOPEKA FEDERAL PARKING ASSOC. TOPEKA KS 66683-0001		
	KS 666 0-01 	1
UPS NEXT DAY AIR TRACKING #: 1Z XX1 280 01 9646 5035		
		
BILLING: P/P		
 GS 13 1.08 WXYZ70 12 0A 01/2011		



March 7, 2011

Mr. Tom Luedke
US Attorney's Office
Topeka Federal Parking Association (TFPA)
444 SE Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-01

Dear Mr. Luedke:

As I mentioned in an email to you last week, we have a tenant at the Carlson Federal Building and Courthouse in Topeka, Kansas leaving at the end of March 2011. They have 6 parking spaces that we can assign to the Topeka Federal Parking Association (TFPA). Enclosed, please see the two copies of original documents to be signed and returned to GSA to increase the number of inside/structured parking spaces for the TFPA from 92 to 98 beginning April 1, 2011. The number of surface spaces will remain the same at 47.

Please sign and return these documents as soon as possible. I will send you a copy of this agreement when it is fully executed by GSA. If you have any questions, please contact me via email cynthia.schardt@gsa.gov, or phone, at (816) 823-2898.

Sincerely,

Cindy Schardt
Space Management Specialist
Federal Realty Services Branch (6PRF)
GSA-PBS Heartland Region

Cc: Official File – 6PRF



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315588 #

Today's Date	09/11/2009	Number of Pages	21
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	OA	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	1	Status/Sub-Version Number	Final
Comments : AKS01850-OA-Final-1			

[Print](#) [Close](#)

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
GSA OUTLEASED SPACE (4787)
And
GENERAL SERVICES ADMINISTRATION

AKS01850	Final	Version:	1	Date Last Modified:	02-Mar-2009
KS0092	KS0017296				

92 GSA OUTLEASED SPACE (Code 4787) will occupy 0.00 usable (0.00 rentable) square feet of space and 93 structured parking spaces and 47 surface parking spaces at FRANK CARLSON FB&CT (KS0092) located at 444 S.E. QUINCY, TOPEKA, KS, for a period of 183 months commencing on or about 10/01/1997.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. Regardless of the OA term, the shell rate or "as is" rate is set for periods up to but not beyond five (5) years. For OAs with terms beyond 5 years, the shell or "as is" rent will be re-appraised every 5 years. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized

representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS

cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Ad Hoc Clauses

Cost Comparison

This OA is strictly for comparing Federal space costs vs Lease costs "provided in another OA"

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
 01-Oct-1997
 31-Dec-2012

Version: 1

Page: 1 of 16
 Date Last Modified: 02-Mar-2009

Fiscal Year: 1998
 Period: 01-Oct-1997 to 30-Sep-1998

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
J. LUMP SUM ITEMS			
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

Version: 1

Page:

2 of 16

Date Last Modified:

02-Mar-2009

Fiscal Year:

1999

Period:

01-Oct-1998 to

30-Sep-1999

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0

Customization Tier

2

Amortization Terms (in months)

183

PBS Fee is

0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

Version: 1

Page:

3 of 16

Date Last Modified:

02-Mar-2009

Fiscal Year:

2000

Period: 01-Oct-1999 to

30-Sep-2000

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0

Customization Tier

2

Amortization Terms (in months)

183

PBS Fee is

0%

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
 01-Oct-1997
 31-Dec-2012

Version: 1

Page: 4 of 16
 Date Last Modified: 02-Mar-2009

Fiscal Year: 2001
 Period: 01-Oct-2000 to 30-Sep-2001

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0	\$0	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$0	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$0	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$0	
	Customization Tier		2
	Amortization Terms (in months)		183
	PBS Fee is		0%

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
 01-Oct-1997
 31-Dec-2012

Version: 1

Page: 5 of 16
 Date Last Modified: 02-Mar-2009

Fiscal Year: 2002
 Period: 01-Oct-2001 to 30-Sep-2002

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

Version: 1

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2003

Period: 01-Oct-2002 to

30-Sep-2003

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

Version: 1

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2004

Period:

01-Oct-2003 to 30-Sep-2004

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2005

Period: 01-Oct-2004 to

30-Sep-2005

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0	\$0	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$0	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$0	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$0	
Customization Tier		2	
Amortization Terms (in months)		183	
PBS Fee is		0%	

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2006

Period: 01-Oct-2005 to

30-Sep-2006

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
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 Date Last Modified: 02-Mar-2009

Fiscal Year: 2007
 Period: 01-Oct-2006 to 30-Sep-2007

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
	Customization Tier		2
	Amortization Terms (in months)		183
	PBS Fee is		0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
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Version: 1

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Fiscal Year: 2008
 Period: 01-Oct-2007 to 30-Sep-2008

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93		
b. Surface (number of spaces)	47		
B. Agency Rent SubTotal	0		\$0
C. Joint Use SubTotal			\$0
D. Total Annual Rent (A+B+C)	0		\$0
E. Adjustments SubTotal			\$0
F. Total Rent Bill(D+E)			\$0
G. Total Antenna Bill			\$0
H. Total Reimbursable Services Bill			\$0
I. Total PBS Bill (F+G+H)			\$0
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

Outleasing OA for revenue estimation only
 AKS01850
 4787
 KS0017296
 OA Start Date:
 OA End Date:

Final
 GSA OUTLEASED SPACE
 KS0092
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 Date Last Modified: 02-Mar-2009

Fiscal Year: 2009
 Period: 01-Oct-2008 to 30-Sep-2009

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93	\$41,850	\$450.000000000
b. Surface (number of spaces)	47	\$16,920	\$360.000000000
B. Agency Rent SubTotal	0	\$58,770	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$58,770	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$58,770	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$58,770	
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2010

Period: 01-Oct-2009 to

30-Sep-2010

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0		\$0
9. Parking			
a. Structured (number of spaces)	93	\$55,800	\$600.000000000
b. Surface (number of spaces)	47	\$22,560	\$480.000000000
B. Agency Rent SubTotal	0	\$78,360	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$78,360	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$78,360	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$78,360	
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

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GSA OUTLEASED SPACE

KS0092

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Date Last Modified:

02-Mar-2009

Fiscal Year:

2011

Period: 01-Oct-2010 to

30-Sep-2011

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93	\$55,800	\$600.000000000
b. Surface (number of spaces)	47	\$22,560	\$480.000000000
B. Agency Rent SubTotal	0	\$78,360	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$78,360	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$78,360	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$78,360	
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

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OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

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02-Mar-2009

Fiscal Year:

2012

Period: 01-Oct-2011 to

30-Sep-2012

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93	\$55,800	\$600.000000000
b. Surface (number of spaces)	47	\$22,560	\$480.000000000
B. Agency Rent SubTotal	0	\$78,360	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$78,360	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$78,360	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$78,360	
Customization Tier			2
Amortization Terms (in months)			183
PBS Fee is			0%

OA # (AKS01850) OA Status (Final) Version (1) Loc Code (KS0092)

Outleasing OA for revenue estimation only

AKS01850

4787

KS0017296

OA Start Date:

OA End Date:

Final

GSA OUTLEASED SPACE

KS0092

01-Oct-1997

31-Dec-2012

Version: 1

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Date Last Modified:

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02-Mar-2009

Fiscal Year:

2013 Partial

Period: 01-Oct-2012 to

31-Dec-2012

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
A. Market Rent SubTotal	0	\$0	
9. Parking			
a. Structured (number of spaces)	93	\$13,950	\$600.000000000
b. Surface (number of spaces)	47	\$5,640	\$480.000000000
B. Agency Rent SubTotal	0	\$19,590	
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	0	\$19,590	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$19,590	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$19,590	

Customization Tier

2

Amortization Terms (in months)

183

PBS Fee is

0%



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315591 #

Today's Date	09/11/2009	Number of Pages	1
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number		Status/Sub-Version Number	
Comments : AKS01850-Other.pdf Outlease Info			

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Cynthia A.
Schardt/6P/R06/GSA/GOV
12/12/2008 02:46 PM

To FW-OutleaseDocuments Finance@GSA

Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA, Darrell R.
cc Patnode/6PWC-K/R06/GSA/GOV@GSA, Allen D.
Scherr/6PWC-K/R06/GSA/GOV@GSA, DeAnn M.

bcc

Subject Renewal of Outlease GS-06-2002-001 (Topeka Federal
Parking Association)

Region 7 Finance:

Attached is the renewal information with the new rates and information that goes into effect on January 1, 2009. Please let me know if you need any additional information . Thanks.



Outlease Finance Sheet GS-06-2002-001.doc KS0017296 TFPA Outlease.pdf

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office
(b) (6) cell



Cynthia A.
Schardt/6P/R06/GSA/GOV
12/12/2008 01:38 PM

To tom.luedke@usdoj.gov
cc
bcc
Subject Copies of your new TFPA License

Hi, Tom.

Sorry it's been a while. I'm back at work now and am tidying up some paperwork. I am going to send you the original signed copy of the new license for the new four-year term today. It goes into effect on January 1, 2009 as you know. With our mail room process, you should see it on Monday or Tuesday, I think. Would you also please let Barbara Edwards know that she should send the monthly payment letter to my attention instead of Nancy Ditch? I've got the file now, and for the foreseeable future. I'm at the same address as Nancy.

Also, while I was out for the last few months, I got copied in on an email from Larry Pierce and my boss, Abbe Godsey, that was linked to an email from Mike Sullivan indicating he was not happy with the small increase in the new rates. I didn't want to break protocol and talk with him since you're the TFPA President and POC. However, as I indicated to you, I really was trying to please the GSA side of the deal with a small increase, but to help your association out by keeping it level for four years with no new increases until 2013. I'm not sure that Mike knows this. I'll let you communicate with him if you choose. I know that USCG wanted to start their own association in the last year and we were taking steps to consider that and entertain negotiations for spaces/rates, but then the USCG chose to not pursue it about the time Captain Weber left, according to Larry Pierce.

Anyway, if there is anything you have questions about or need, please let me know.

Thanks, again.

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office
(b) (6) cell

TOPEKA FEDERAL PARKING ASSOCIATION
Frank Carlson Federal Building
U.S. Courthouse
444 SE Quincy St, Topeka KS 66683

Thomas Luedka
President
785-295-2856

December 8, 2008

Per the conditions of License #GS 6-2002-001, effective January 1, 2002, this is to advise you that for the month of December 2008, we have 93 spaces inside at the rate of \$47.00 and 47 spaces outside at the rate of \$37.00 each.

Our check no. 126 is being sent to General Services Administration, PO Box 894201, Los Angeles CA 90189-4201 for the month of December in the amount of \$6,110.00..

The officers of TFPFA want to thank you for your patience and understanding.

The TFPFA continues to be an association and Tom Luedke is your point of contact, you can contact him if you wish. You may contact me at 785-339-3631 or Cindy Blythe at 785-339-3678.

We still have not received the payment coupons for 2008 that is why I am sending the letter with the payment.

**If you have any questions, you may contact any one of us, Monday thru Friday.
Thank you.**

Sincerely

(b) (6)

Barbara J. Edwards
Treasurer



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315597 #

Today's Date	09/11/2009	Number of Pages	7
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	1	Status/Sub-Version Number	
Comments : AKS01850-Other-1.pdf Communications Negotiations			

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Topeka Federal Parking Association

444 SE Quincy

Topeka, Kansas 66683

(785) 224-7356

tom.luedke@usdoj.gov (work)

(b) (6)

Ms. Cindy Schardt
Realty Specialist
U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Outlease Contract #GS-06-2002-001

Dear Ms. Schardt:

I am returning the signed contract documents indicating the acceptance of the proposed contract provided on September 2, 2008. Thank you for your reasonable consideration in this matter. I look forward to meeting you when you are in Topeka.

Sincerely,

(b) (6)

Tom Luedke

President

Topeka Federal Parking Association

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

**444 SE Quincy
Topeka, KS 66683
(785) 295-2856**

4. PROJECT DESIGNATION AND ADDRESS

**Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683**

5. MAXIMUM PERIOD COVERED

**TWELVE (12) Months
FROM 1/1/2009 TO 12/31/2012**

6. CONSIDERATION

**One inside/structured parking space
\$600.00 per year per space
\$50.00 per month per space****One outside/surface parking space
\$480.00 per year per space
\$40.00 per month per space**

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

92 93 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE

ie.

To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

**Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:
GS-06-2002-001**

Payment should be sent to:

**GENERAL SERVICES ADMINISTRATION
Greater Southwest Finance Center
P. O. Box 894201
Los Angeles, CA 90189-4201**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Name LICENSEE
DATED 9/18/08	ACCEPTED THIS DATE 9-3-08
BY (Signature) (b) (6)	BY (Signature) (b) (6)
PRINTED NAME BARBARA L Bodinson	PRINTED NAME Thomas G. Luedke
TITLE Contracting Officer	TITLE President, Topeka Federal Parking Association

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

- m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

01.dot

SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas. Such insurance coverage must be shown at the time of initial agreement between the Licensee and the individual.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Field Office Director.
3.
 - a. Either party may cancel its license, or reduce the number of parking spaces, upon thirty- (30) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.
 - b. Licensee shall have available for assignment each month a maximum of 93 inside and 47 outside parking spaces. Licensee shall provide to the Field Office Director, by the fifth day of each month, a current list of assigned parking spaces showing parking space number, decal number, and assignment priority as listed in paragraph 6 of the Special Conditions. Assignments may be added at any time during any month by notifying the GSA Field Office Director and providing the required information about the additional assignments.
 - c. Monthly consideration shall be paid at the rate specified in the rental schedule detailed in paragraph 4.E. of the Special Conditions, for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain the following license number for identification purposes: 6-2002-001.

All payments are to be paid by check or money order and mailed or delivered to:

**General Services Administration
Greater Southwest Finance Center
P.O. Box 894201
Los Angeles, CA 90189-4201**

on or before the first day of each month.

- d. Not later than the tenth day of each month, the Licensee shall notify:

**Cindy Schardt
Realty Specialist
Federal Realty Services Branch (6PRF)
1500 East Bannister Road
Kansas City, MO 64131**

of the number of spaces assigned for the month and the amount of the rent payment made in accordance with paragraph 4.C. above.

Initials: (b) (6) & (b) (6)
Govt Licensee

Special Conditions

Page 1 of 2
License 6-2002-001

e. Rental Schedule:

	Term	Rent/Space/Month
Years 1-4	January 1, 2009 through December 31, 2012	\$50.00 inside/structured \$40.00 outside/surface

f. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Field Office Director.

4. Licenser, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to members of the Topeka Federal Parking Association for vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Federal employees in the Carlson Federal Building so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Other Federal employees employed in the Carlson Federal Building.
 - d. Other persons employed in the Carlson Federal Building.
 - e. Others, whether or not employed in the Carlson Federal Building.
6. Vehicles parking in the demised space shall bear decals, which will be provided to the Licensee by the GSA Field Office Director. Licensee shall issue and retrieve the decals. Decals will be periodically replaced as determined by the Field Office Director.
7. In addition to the amount provided for in 4.E. above, the Licensee may assess an additional amount of not more than \$2.00 per space per month to members of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
8. Each party agrees to reopen negotiations on any terms or conditions contained herein upon the request of the other party.
9. In the event snow or ice creates hazardous conditions, parking may be restricted or may not be available for 24 hours. No refunds of parking fees will be made in this event.
10. Parking assignments may begin at any time during the month, with rent prorated as follows: Monthly rate divided by the number of days in the month to determine a daily rate which will be multiplied by the number of days remaining in the month, beginning with the first day of the assignment, to determine the amount of rent for the partial month.



Cynthia A.
Schardt/6P/R06/GSA/GOV

09/16/2008 09:59 AM

To "Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov>@GSAEXTERNAL

cc

bcc

Subject RE: Parking Association Outlease

Tom,

I read your attached letter. I understand your points, but I want to make sure you realize that when I said that the outleasing pricing policy is being reviewed by GSA, that means that they are likely going to require, without exception, that we cover the appraised rates for parking in our Federal buildings in the future and you will pay much higher rates at that time. It hasn't been set yet, so if you were to lock in the offer I presented to you for the next four years, you would enjoy a much bigger cost savings over other parking associations for at least that period. Right now my offer to you is considerably lower than every other parking association in our four-state Region, with the exception of Dole in Kansas City, KS. Here are some levels for you to make your comparison if you'd like:

Whittaker Courthouse in Kansas City, MO: Surface parking only, paying \$52.50 and \$62 currently. One year term only.

Denney Federal Building in Lincoln, NE: Surface parking only, paying \$48.50 this year, \$53.00 next year. Two year term.

Dole Courthouse in Kansas City, KS: Surface parking only, north of the building: \$30 per space. Two year term.

So your thought that everyone else pays lower rates isn't completely accurate. Dole does pay less, but there isn't the demand for parking there that exists in the Carlson Building, nor does it have the same physical security because of the nature of the Carlson building layout and surrounding structures that surrounds even your surface parking preventing any access from any direction other than through the security guard shack entrance. Many Dole tenants choose to park in a church parking lot next door to the surface lot for GSA at Dole. I am not familiar with the parking for SSA in Topeka, as this is a not a Federally owned location.

In addition, your own appraisal rates are considerably higher than the offer I am presenting you. Your FY08 and FY09 rates for structured and surface spaces are \$57 and \$45 respectively, and they go up in FY10 to \$63.50 and \$50.

I will make sure that the building manager and Field Office director is aware of your concerns over the cleanliness of the parking garage and lack of clear painted lines.

I hope that you will reconsider this secure offer for the next four years, without even a yearly increase at all, which is not typical. I am trying to help your association out as much as I can here with the impending policy changes. If this is simply not acceptable, you can secure the rates you have right now, \$47 for structured and \$37 for surface, for one year.

I will be out of the office after tomorrow, but if this issue is still pending, I will transfer it to another person on my team to finalize for us, or I may step in while on leave to take care of it, too. Don't worry about my absence affecting this process.

Thanks for your email today.

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office



Cynthia A.
Schardt/6P/R06/GSA/GOV
09/08/2008 03:34 PM

To Teresa A.
Schriewer/CONTRACTOR/6P/R06/GSA/GOV@GSA
cc
bcc
Subject Re: Fw: Request for Info on our R6 Outleases

Sorry I'm just now getting back to you. Use the following figures for this issue: (remember these will vary and not be hard numbers due to the nature of the contract)

6-2002-01, Topeka Parking Outlease: \$78,360 annually maximum.

6-2003-06, Kansas City Kansas Parking Outlease: \$6,120 annual average

Let me know if they need more than this.

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office
(b) (6) cell
Teresa A. Schriewer/CONTRACTOR/6P/R06/GSA/GOV



Teresa A.
Schriewer/CONTRACTOR/6
P/R06/GSA/GOV
09/03/2008 11:04 AM

To Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA, Nancy R.
Ditch/6P/R06/GSA/GOV@GSA, Lisa V.
Nelson/6P/R06/GSA/GOV@GSA, Jessica M.
Rethman/6P/R06/GSA/GOV@GSA, Charles R.
McBroom/6P/R06/GSA/GOV@GSA, Khara S.
Brickey/6P/R06/GSA/GOV@GSA, Patricia A.
Heppermann/CONTRACTOR/6P/R06/GSA/GOV@GSA
cc
Subject Fw: Request for Info on our R6 Outleases

Hello all.

Can you help me with determining the annual costs associated with the Outleases that are marked "variable" on the R6 Outleases.xls spreadsheet below.

Thank you kindly.

Teresa Schriewer
Federal Realty Services (6PRF)
GSA - PBS
816-823-1561

----- Forwarded by Teresa A. Schriewer/CONTRACTOR/6P/R06/GSA/GOV on 09/03/2008 11:00 AM -----



Judy L.
Heckadon/6PC/R06/GSA/G

To Teresa A.
Schriewer/CONTRACTOR/6P/R06/GSA/GOV@GSA



OV

09/03/2008 10:50 AM

cc Richard A. Hertz/6P/R06/GSA/GOV@GSA
Subject Re: Request for Info on our R6 Outleases

Thank you so much. Just one more question - Can you compute the total annual cost for those shown as variable (highlighted in yellow in the below file)? Did you use FY08 or FY07 data? If you used FY08 costs, would you estimate the FY08 annual costs for those highlighted in yellow, so I can total the amounts by Field Office? Thanks again for your help on this. We really appreciate it.



R6 Outleases.xls

Teresa A. Schriewer/CONTRACTOR/6P/R06/GSA/GOV



Teresa A.
Schriewer/CONTRACTOR/6
P/R06/GSA/GOV

09/03/2008 10:02 AM

To Judy L. Heckadon/6PC/R06/GSA/GOV@GSA
cc Abbe A. Godsey/6P/R06/GSA/GOV@GSA
Subject Re: Request for Info on our R6 Outleases

Hi Judy. Here is the information that I have put together for the Outleases in Region 6.



R6 Outlease Workload Capacity2.xls

Have a good day!

Teresa Schriewer
Federal Realty Services (6PRF)
GSA - PBS
816-823-1561
Judy L. Heckadon/6PC/R06/GSA/GOV



Judy L.
Heckadon/6PC/R06/GSA/G
OV

08/27/2008 06:04 PM

To Abbe A. Godsey/6P/R06/GSA/GOV@GSA
cc Teresa A.
Schriewer/CONTRACTOR/6P/R06/GSA/GOV@GSA
Subject Re: Request for Info on our R6 Outleases

Is it something you could have for us within a week, by 9/3? It is something we want to consider in our analysis of our FMD Workload.

Abbe A. Godsey/6P/R06/GSA/GOV

Abbe A.
Godsey/6P/R06/GSA/GOV
08/20/2008 07:57 AM

To Teresa A.
Schriewer/CONTRACTOR/6P/R06/GSA/GOV@GSA, "Judy
Heckadon" <judy.heckadon@gsa.gov>
cc
Subject Re: Request for Info on our R6 Outleases

I don't know. Judy?

Sent from Abbe's BlackBerry Wireless Handheld

I may be reached at 816.823.1216 or (b) (6)

Teresa A. Schriewer

----- Original Message -----

From: Teresa A. Schriewer
Sent: 08/20/2008 07:24 AM CDT
To: Abbe Godsey
Subject: Re: Request for Info on our R6 Outleases

Hi Abbe.

How soon does Judy need this information?

Teresa Schriewer
Federal Realty Services (6PRF)
GSA - PBS
816-823-1561
Abbe A. Godsey/6P/R06/GSA/GOV

Abbe A.
Godsey/6P/R06/GSA/GOV
08/18/2008 05:17 PM

To Judy L. Heckadon/6PC/R06/GSA/GOV@GSA
cc Richard A. Hertz/6P/R06/GSA/GOV@GSA, Teresa A.
Schriewer/CONTRACTOR/6P/R06/GSA/GOV
Subject Re: Request for Info on our R6 Outleases

Teresa please coordinate a response to this request and let me know if you have any questions. You may have to get input from the RS's. Thank you.

Sent from Abbe's BlackBerry Wireless Handheld

I may be reached at 816.823.1216 or (b) (6)

Judy L. Heckadon

----- Original Message -----

From: Judy L. Heckadon
Sent: 08/18/2008 05:13 PM CDT
To: Abbe Godsey
Cc: Richard Hertz
Subject: Request for Info on our R6 Outleases

We are looking at our Workload Capacity Models and one item we were asked by our Field Office Directors to include in our review is the Outleases. Would you please provide us with a listing of all our R6 Outleases by 1) Field Office, 2) by building, 3) name of company in the Outlease, 4) the RSF occupied, and 5) the annual income derived from each outlease. For example:

Field Office

KCNFO

Bldg No.: _____

Co. Name: _____

RSF: _____

Annual Income: _____

KCSFO

From: Origin ID: OJCA (816)823-1681
 Federal Services Branch
 General Services Admin
 Room 2211
 1500 East Bannister Road
 Kansas City, MO 641313088



CL883388/2124

SHIP TO: 785-295-2856

BILL SENDER

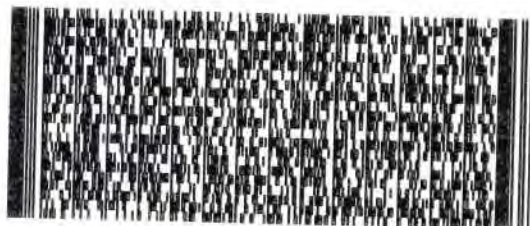
Mr. Tom Luedke
 US Attorney's Office
 Topeka Federal Parking Assoc.
 444 SE Quincy
 Topeka, KS 66683

Ship Date: 02SEP08
 ActWgt: 1 LB
 System#: 4301470/INET8061
 Account#: S *****

Delivery Address Bar Code



Ref # OA
 Invoice #
 PO #
 Dept #



TRK#
 0201

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WED - 03SEP A2
 PRIORITY OVERNIGHT

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**After printing this label:**

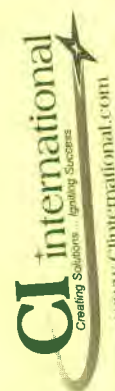
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2. Fold the printed page along the horizontal line.
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Warning: Use only the printed original label for shipping. Using a photocopy of this label for result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, or you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the Guide. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e. instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limit.

FY08 FY09
 48.50 53
 Penney

Whittaker
 52.50 - 62
 Surface





U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315636 #

Today's Date	09/11/2009	Number of Pages	1
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	2	Status/Sub-Version Number	
Comments : AKS01850-Other-2.pdf Communications Negotiations			

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September 2, 2008

Mr. Tom Luedke
US Attorney's Office
Topeka Federal Parking Association (TFPA)
444 SE Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-01

Dear Mr. Luedke:

This is in regard to your Outlease with the General Services Administration (GSA) for parking located at the Carlson Federal Building and Courthouse at 444 SE Quincy in Topeka, Kansas. I have received your letter with your counteroffer, postmarked August 20, 2008.

I agree with your statements about security and that our Federal parking is different than the true commercial public parking in the current market in Topeka. It is true that our customer-base is limited due to the requirements for only Federal employees allowed beyond secured parking entrances. However, due to the additional security that is offered by Federal parking, which those parking occupants benefit from and enjoy, as well as the continued demand/wait list for spaces, I feel a rate of \$50 per inside/structured space per month and \$40 per outside/surface space per month is a reasonable compromise. It is a \$3 increase per space over the current agreement levels, yet still considerably lower than the appraised market rate, which addresses the issues you raised in your counteroffer.

You should be advised that there is an ongoing national review of GSA outleasing pricing. This review may or may not affect the method of pricing related to parking. As soon as a decision has been made and published, I will notify you of any impact, but it shouldn't affect the agreement you have in effect at the time, and would only affect future pricing for parking license renewals.

I am enclosing the prepared paperwork with the new rates and term that I am offering in this letter. If you agree, please sign the two original copies of the documents where indicated by the orange flags and return to me by Fedex (prepaid airbill enclosed). I will execute these documents and send you an original copy for your file. If you have any questions, please contact me at (816) 823-2898, or by email at Cynthia.schardt@gsa.gov. The next time I am in Topeka at the Carlson building, I look forward to meeting you. Please don't hesitate to contact me in the meantime if you have any other concerns.

Sincerely,

Cindy Schardt
Realty Specialist
Federal Realty Services Branch (6PRF)
GSA-PBS Heartland Region

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683
(785) 295-2856

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683

5. MAXIMUM PERIOD COVERED

TWELVE (12) Months

FROM

TO

1/1/2009

12/31/2012

6. CONSIDERATION

One inside/structured parking space
\$600.00 per year per space
\$50.00 per month per spaceOne outside/surface parking space
\$480.00 per year per space
\$40.00 per month per space

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

93 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE

ie.

To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:
GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION
Greater Southwest Finance Center
P. O. Box 894201
Los Angeles, CA 90189-4201

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Name LICENSEE
DATED	ACCEPTED THIS DATE
BY (Signature)	BY (Signature)
PRINTED NAME	PRINTED NAME
TITLE	TITLE

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

- m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

01.dot

SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas. Such insurance coverage must be shown at the time of initial agreement between the Licensee and the individual.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Field Office Director.
3.
 - a. Either party may cancel its license, or reduce the number of parking spaces, upon thirty- (30) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.
 - b. Licensee shall have available for assignment each month a maximum of 93 inside and 47 outside parking spaces. Licensee shall provide to the Field Office Director, by the fifth day of each month, a current list of assigned parking spaces showing parking space number, decal number, and assignment priority as listed in paragraph 6 of the Special Conditions. Assignments may be added at any time during any month by notifying the GSA Field Office Director and providing the required information about the additional assignments.
 - c. Monthly consideration shall be paid at the rate specified in the rental schedule detailed in paragraph 4.E. of the Special Conditions, for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain the following license number for identification purposes: **6-2002-001**.

All payments are to be paid by check or money order and mailed or delivered to:

**General Services Administration
Greater Southwest Finance Center
P.O. Box 894201
Los Angeles, CA 90189-4201**

on or before the first day of each month.

- d. Not later than the tenth day of each month, the Licensee shall notify:

**Cindy Schardt
Realty Specialist
Federal Realty Services Branch (6PRF)
1500 East Bannister Road
Kansas City, MO 64131**

of the number of spaces assigned for the month and the amount of the rent payment made in accordance with paragraph 4.C. above.

e. Rental Schedule:

	Term	Rent/Space/Month
Years 1-4	January 1, 2009 through December 31, 2012	\$50.00 inside/structured \$40.00 outside/surface

f. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Field Office Director.

4. Licenser, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to members of the Topeka Federal Parking Association for vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Federal employees in the Carlson Federal Building so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Other Federal employees employed in the Carlson Federal Building.
 - d. Other persons employed in the Carlson Federal Building.
 - e. Others, whether or not employed in the Carlson Federal Building.
6. Vehicles parking in the demised space shall bear decals, which will be provided to the Licensee by the GSA Field Office Director. Licensee shall issue and retrieve the decals. Decals will be periodically replaced as determined by the Field Office Director.
7. In addition to the amount provided for in 4.E. above, the Licensee may assess an additional amount of not more than \$2.00 per space per month to members of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
8. Each party agrees to reopen negotiations on any terms or conditions contained herein upon the request of the other party.
9. In the event snow or ice creates hazardous conditions, parking may be restricted or may not be available for 24 hours. No refunds of parking fees will be made in this event.
10. Parking assignments may begin at any time during the month, with rent prorated as follows: Monthly rate divided by the number of days in the month to determine a daily rate which will be multiplied by the number of days remaining in the month, beginning with the first day of the assignment, to determine the amount of rent for the partial month.



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315795 #

Today's Date	09/14/2009	Number of Pages	2
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	4	Status/Sub-Version Number	
Comments : AKS01850-Other-4.pdf Comm Negotiations			

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Topeka Federal Parking Association

444 SE Quincy

Topeka, Kansas 66683

(785) 224-7356

tom.luedke@usdoj.gov (work)

(b) (6)

Ms. Cindy Schardt
Realty Specialist
U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Outlease Contract #GS-06-2002-001

Dear Ms. Schardt:

I am in receipt of your letter dated August 1, 2008, wherein you propose a two year parking contract renewal at a rate of \$57.00 per inside parking space and \$45.00 per outside space. This represents a significant increase in parking fees from the previous contract period.

As a counteroffer, we would respectfully request that the parking rates remain as currently configured. This would mean an inside rate of \$47.50 per inside parking space and \$32.50 per outside space. We would request the contract period for this rate be four years. We believe this rate is in the best interest of the government and the taxpayers as well as the employees who park here in the Carlson Federal Building and, frankly, all of the tenants of the building.

As you know, there has been a marked emphasis on security in federal facilities since the Oklahoma City Bombing in April of 1995. The events of September 11, 2001, only serve to further dramatize the imperative need for security. That federal buildings nationwide are prime targets for terrorist or other criminal type of attack there can be no dispute. I am sure you are also aware there was an actual attack on this very courthouse in August of 1993 that resulted in the death of a security guard, injuries to employees and significant damage to the

building. The entrance to the parking garage in this building is restricted and manned by a security guard. All of the public entrances are equipped with metal detectors and operated by contract guards from the U.S. Marshal's Service. All other entrances can only be accessed by key cards provided to vetted government employees. Surveillance video cameras are everywhere in and around the building. It is regrettable that such strident security measures are necessary but, unfortunately, this is the current state of the world in which we live.

I mention these facts only to highlight what a unique position this federal building and the parking facilities therein occupy. Security here is crucial to the safety of the tenants. Market forces simply cannot dictate parking fees in this building. It is incomprehensible that the general public would have access to the parking facilities in this building. In fact, there are no public parking spaces associated with this building. These spaces cannot be leased to anyone but federal employees who, for the most part, have been vetted through security background checks. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

Maintaining the parking rates as we have requested will benefit GSA in that it will receive reasonable compensation for space that would otherwise, for security reasons, be producing no income. It will also receive a parking tenant population that has been well vetted for security purposes. GSA would also benefit from the good will engendered by maintaining parking fees at the present rate and the recognition of its commitment to the security and safety of federal employees.

Please consider this counteroffer and advise me at your earliest convenience whether it is acceptable. I believe we can work together to fashion a contract that will be beneficial to both GSA and the parking tenants of the Carlson Building and one that recognizes the reality of the security concerns of the federal work force. If you have any questions please don't hesitate to contact me. Thank you for your cooperation in this matter.

Sincerely,

(b) (6)

Tom Luedke

President

Topeka Federal Parking Association



Cynthia A.
Schardt/6P/R06/GSA/GOV

08/01/2008 12:34 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA, Darrell R.
Patnode/6PWC-K/R06/GSA/GOV@GSA, Allen D.
Scherr/6PWC-K/R06/GSA/GOV@GSA, DeAnn M.

cc

bcc

Subject TFPA Expiration

Hi. I just wanted to let you know that I sent a letter today to Tom Luedke with the US Atty's office for the Topeka Federal Parking Association to let him know the expiration was coming up for the Outlease on the TFPA in December 2008. I initiated negotiations on the rates and terms for the renewal and will wait for his reply/counteroffer. Just wanted to keep you guys in the loop in case it was mentioned in the building at all. I hope to have all of this wrapped up in the next couple of weeks so we're renewed well in advance and ready to go.

Cindy Schardt
Federal Realty Specialist
GSA-PBS
(816) 823-2898 office
(b) (6) cell



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315800 #

Today's Date	09/14/2009	Number of Pages	4
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	5	Status/Sub-Version Number	
Comments : AKS01850-Other-5.pdf Comm Negotiations			

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August 1, 2008

GSA Heartland Region

Mr. Tom Luedke
US Attorney's Office
Topeka Federal Parking Association (TFPA)
444 SE Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-Q1

Dear Mr. Luedke:

This is in regard to your Outlease with the General Services Administration (GSA) for parking located at the Carlson Federal Building and Courthouse at 444 SE Quincy in Topeka, Kansas. I was assigned to handle your Outlease as of last November, 2007.

I have reviewed your file history that has been maintained by previous Realty Specialists in our organization. Your contract term is scheduled to expire on December 31, 2008. If you choose, you may renew your Parking License effective January 1, 2009, and extend your License at a monthly rate of \$45 per outside/surface parking space per month and \$57 per inside/structured parking space per month. We would set your new term at two years again, with an expiration date of December 31, 2010. All other terms and conditions in the contract would remain the same. You have 47 outside spaces and 93 inside spaces under your current agreement. Recently we had to request to take two inside spaces to reassign to a couple of agency tenants. These space totals reflect those adjustments.

In order to prepare the necessary paperwork and have the Parking License renewal in place well in advance of your current expiration date, please let me know your decision as soon as possible. You may correspond with me via email during these negotiations. My email is Cynthia.schardt@gsa.gov.

If you have any questions, please contact me via email or phone, at (816) 823-2898. I look forward to hearing from you.

Sincerely

(b) (6)

Cindy Schardt
Realty Specialist
Federal Realty Services Branch (6PRF)
GSA-PBS Heartland Region

Cc: Official File – 6PRF

U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088
www.gsa.gov

(b) (5)

PBS | ADS

Appraisal Data System

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Owned Properties
Border Stations
Reports
Map Search


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Building Profile - Owned Properties

Operations

Building Number:	Status:	Rentable SF:	
KS0092	Active	192479	
Building Name:	Building Type:	Usable SF:	
FRANK CARLSON FB&CT	General Use	137073	
Address:	Occupancy Right:	In Parking:	
444 S.E. QUINCY	Federally Owned	238	
City:	Facility Code:	Out Parking:	
TOPEKA	KSZZ	55	
State:	Region:	R/U Factor:	
KS	6	1.404207977	
Zip:		Facility Common Joint Use	
66683-3503		R/U Factor:	

[View Appraisal](#)

2001

[Add Appraisal](#)
[Manage Appraisal](#)
[Escalate Appraisal](#)

2002

[Regional Escalation Factors](#)
[Edit Building Profile](#)
[Delete Building](#)
[View/Upload Reports](#)

Last Modified By: Auto UPDATE on 4/16/2008 6:00 AM

Rates In: Appraisal Rate - Rentable SF / Year \$

Fiscal Year: 2001

FY	R/U Factor	Source	GU Fully Serviced "As Is" Rate	GU Service Rate	GU Unserviced Shell	GU TI Residual Rate	WH Fully Serviced "As Is" Rate	WH Service Rate	WH Unserviced Shell	WH TI Residual Rate	In Parking Rate/Space/Year	Out Parking Rate/Space/Year
2001	1.518019764	Mkt	\$9.95	\$3.58	\$3.57	\$2.80						
2002	1.404500000	Esc	\$11.00	\$3.99	\$6.01	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$510.00 View
2003	1.404500000	Mkt	\$12.75	\$5.40	\$6.35	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$581.40	\$520.20 View
2004	1.404500000	Esc	\$13.15	\$5.67	\$6.48	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$456.00 View
2005	1.404500000	Esc	\$13.26	\$5.78	\$6.48	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00 View
2006	1.404500000	Esc	\$13.46	\$5.90	\$7.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00 View
2007	1.404500000	Esc	\$12.79	\$5.61	\$7.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00 View
2008	1.404497171	Mkt	\$12.08	\$4.63	\$7.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00 View
2009	1.404497171	Mkt	\$12.08	\$4.63	\$7.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$684.00	\$540.00 View
2010	1.404207977	Mkt	\$11.96	\$4.63	\$7.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$684.00	\$540.00 View
											\$762.00	\$600.00 View

(b) (5)



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315801 #

Today's Date	09/14/2009	Number of Pages	4
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	6	Status/Sub-Version Number	
Comments : AKS01850-Other-6.pdf Comm Negotiations			

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Larry D.
Pierce/6PWC-K/R06/GSA/G
OV

05/21/2008 10:49 AM

To Robert L. Juarez/6PB/R06/GSA/GOV@GSA
cc Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Allen D.
Scherr/6PWC-K/R06/GSA/GOV@GSA, Courtney B.
Springer/6P/R06/GSA/GOV@GSA, Cynthia A.

bcc

Subject Re: Carlson - parking Associations

Bob,
Respectfully:

The "situation" that occurred in the last two months of 2006 came about because of confusion; what was said and what was heard. I have nothing of record, saved e-mails, on the conversations that have taken place over the last 60 days. There may be some risk but I'll support your decision. Following is the best "documentation" I can offer.

Approximately the middle of March, 2008, I met with Captain Weber for an informal conversation on how things were going. During that conversation Captain Weber started out "Oh, by the way" and went on to explain that the USCG Management Team had made a decision not to pursue their own parking association. The primary reason for this a lack of interest by their agency's employees. This scenario was repeated about 2- 3 weeks later.

Post my informal notification to you on this subject you requested I send a letter to Captain Weber for the purpose of confirming their position. Prior to sending that letter, approximately two weeks ago, I talked with Captain Weber to let him know the letter would be coming. At that time he requested that I let him visit with his Management Team one last time and then he would send me an e-mail.

Monday, 5/19/08, he stopped by my office to chat. At that time I asked him about the e-mail concerning their parking association. He indicated that he had not visited as he planned and felt that their agency still had no interest. He further stated that given the fact that he will be changing assignments in about 30 days he would not be pursuing this subject any further.

Thanks, Larry



Larry D. Pierce



U.S. General Services Administration
PBB, Heartland Region
OFFICE OF THE REGIONAL DIRECTOR (b) (6)
P.O. Box 206, 2040

Robert L. Juarez/6PB/R06/GSA/GOV



Robert L.
Juarez/6PB/R06/GSA/GOV

05/21/2008 09:46 AM

To Abbe A. Godsey/6P/R06/GSA/GOV
cc Allen D. Scherr/6PWC-K/R06/GSA/GOV@GSA, Courtney B.
Springer/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA, Darrell R.
Patnode/6PWC-K/R06/GSA/GOV@GSA, Larry D.
Pierce/6PWC-K/R06/GSA/GOV@GSA

Subject Re: Carlson - parking Associations

Larry Pierce has an email confirming their disinterest. Larry would you please forward that to Cindy for the file? thanks. If you don't have an email, document your various conversations and send it to them.

Thanks.

 GSA

Robert L. Juarez

U.S. General Services Administration
P.O. Box 10000
Washington, D.C. 20470-0000

(b) (6)

Abbe A. Godsey/6P/R06/GSA/GOV

 GSA

Abbe A.
Godsey/6P/R06/GSA/GOV

05/21/2008 07:37 AM

To Robert L. Juarez/6PB/R06/GSA/GOV@GSA

cc Allen D. Scherr/6PWC-K/R06/GSA/GOV@GSA, Courtney B.
Springer/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA, Darrell R.
Patnode/6PWC-K/R06/GSA/GOV@GSA, Larry D.
Pierce/6PWC-K/R06/GSA/GOV@GSA

Subject Re: Carlson - parking Associations

Thanks Bob. Do we feel comfortable just sending a letter to the existing association for renewal when we don't have anything from the Coast Guard confirming their disinterest in pursuing this (that Cindy and I aware of)? I am just not clear about how and when we get past this issue. Thanks for your input.

Abbe Godsey
Chief, Federal Realty Branch
Realty Services Division (6PRF)
GSA Heartland Region
Telephone 816.823.1216
Fax 816.926.3571
Cellular (b) (6)

<http://www.gsa.gov/heartland>

Robert L. Juarez/6PB/R06/GSA/GOV

 GSA

Robert L.
Juarez/6PB/R06/GSA/GOV

05/20/2008 04:16 PM

To Cynthia A. Schardt/6P/R06/GSA/GOV@GSA, Larry D.
Pierce/6PWC-K/R06/GSA/GOV@GSA

cc Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Darrell R.
Patnode/6PWC-K/R06/GSA/GOV@GSA, Allen D.
Scherr/6PWC-K/R06/GSA/GOV@GSA, Courtney B.
Springer/6P/R06/GSA/GOV@GSA

Subject Re: Carlson - parking Associations

I think were past that issue. Let's proceeed with one.

Cynthia A. Schardt

----- Original Message -----

From: Cynthia A. Schardt

Sent: 05/19/2008 10:35 AM CDT
To: Larry Pierce
Cc: Robert Juarez; Abbe Godsey; Darrell Patnode; Allen Scherr; Courtney Springer
Subject: Re: Carlson - parking Associations

Thanks Larry. I will take care of it. However based on the emails we sent capt weber last november we did indicate we would entertain a second assoc and told him how to get started . But we didn't decide on how to determine space allocations though.

Cindy Schardt
Realty Specialist
GSA Heartland Region
(816) 823-2898
Sent by my Blackberry Wireless
Larry D. Pierce
----- Original Message -----

From: Larry D. Pierce
Sent: 05/19/2008 09:33 AM CDT
To: Cynthia Schardt
Cc: Robert Juarez; Abbe Godsey; Darrell Patnode; Allen Scherr; Courtney Springer
Subject: Carlson - parking Associations

I just visited with Captain Weber. He' still convinced USCG doe not want to pursue their own Association . He's opted out of raising the issue again due to his transfer in a month . You should plan on sending your letter per the original schedule . Keep in mind, GSA has not made a decision that we'll allow more than one Association or, if so, what criteria we would use to determine the number of space allocations. Please structure your letter accordingly .
Thanks, Larry



Larry D. Pierce

U.S. General Services Administration
PBS, Heartland Region
OFFICE 785 295 3500 CELL. (b) (6)
FAX 785 295 2515



Robert L.
Juarez/6PB/R06/GSA/GOV
05/02/2008 01:47 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA
cc Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA
bcc
Subject Re: Carlson - parking association

thank you. That email should end the conversation. Good idea.



Robert L. Juarez
Director of Facilities Management
U.S. General Services Administration
PBS, Heartland Region
OFFICE 816.823.1978 CELL (b) (6)
FAX 816.926.1779

Larry D. Pierce/6PWC-K/R06/GSA/GOV



Larry D.
Pierce/6PWC-K/R06/GSA/G
OV
05/02/2008 12:53 PM

To Robert L. Juarez/6PB/R06/GSA/GOV@GSA
cc Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA
Subject Carlson - parking association

Bob,
Prior to sending a letter to Captain Weber concerning their intent to proceed or withdraw the request for their own association I thought it best to visit first. We did that today. Post our discussion, and if the winds haven't changed direction, I should receive an e-mail from him next week indicating their agency's desire to withdraw that request.
Have a GREAT weekend,
Larry



Larry D. Pierce
Director, Kansas Office
U.S. General Services Administration
PBS, Heartland Region
OFFICE 785.296.2500 CELL (b) (6)
FAX 785.296.2545

U.S. Department of
Homeland Security

United States
Coast Guard



CAPTAIN VINCE WEBER
COMMANDING OFFICER

PHONE: (785) 339-3603
FAX: (785) 339-3766
E-MAIL: (b) (7)(C) @uscg.mil
WEB: www.uscg.mil/hq/psc

Personnel Service Center
444 SE Quincy Street
Topeka, KS 66683-3591



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315844 #

Today's Date	09/14/2009	Number of Pages	5
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	7	Status/Sub-Version Number	
Comments : AKS01850-Other-7.pdf Comm Negotiations			

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Cynthia A .
Schardt /6P/R06/GSA/GOV
11/29/200702:12 PM

To (b) (7)(C)@uscg.mil
cc Robert L. Juarez/6PB/R06/GSA/GOV@GSA, Larry D
Pierce/6PWC-K/R06/GSA/GOV@GSA, Abbe A.
Godsey/6P/R06/GSA/GOV, William P.
bcc Nancy R. Ditch/6P/R06/GSA/GOV
Subject Documentation for Parking Outlease at Carlson

Captain Weber,

As previously requested, I am sending you information to determine what you need to do to establish a new parking association at the Carlson Federal Building in Topeka, KS . Attached you will find a blank copy of a Revocable License for Non -Federal Use of Real Property as well as Standard Terms & Conditions. These are the standard documents used when an agreement is reached and we award the lease(s).

The process for GSA and the USCG /TFPA to move forward with requesting consideration for more than one parking association consists of five basic steps .

1. USCG needs to create your association with its by -laws, officers, voting members, etc . I think you may have already done a bit of this groundwork previously from the email information I have seen in our file for the Topeka Federal Parking Association . Gather all your prospective members . You will need one person to be the point of contact and handle the collection of payments and make the monthly payment to GSA for your assigned parking spaces . If you would like to talk to some of our other representatives from parking associations at other Federal buildings in our region as to how they began this process, let me know and I can arrange that for you .
2. GSA will gather the necessary appraisal information and other materials to prepare on our end .
3. We will send out a letter and other supporting documentation 6 months from current lease expiration (June 2008 since the current lease expires in December 2008) to you and any other existing parking association to request your overall requirements and begin discussion .
4. GSA will negotiate rates and spaces with each association .
5. Outleases will be awarded based on agreements from negotiations .

Thank you again for your understanding and patience . If you have questions, please give me a call at the number below or email me .



SCAN Revocable License.pdf Outlease Exhibit A Standard Terms and Conditions.pdf

Cindy Schardt
Realty Specialist
GSA - Heartland Region
(816) 823-2898

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

6-200x-0xx

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEEName**3. ADDRESS**addressphone number**4. PROJECT DESIGNATION AND ADDRESS**

Building Name

Building Address

5. MAXIMUM PERIOD COVERED

TWELVE (12) Months

FROM

TO

Date

Date

6. CONSIDERATION

ie.

One parking space

\$0.00 per year

\$0.00 per month

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

Parking/Office/Whatever space at Building Name

8. PURPOSE OF LICENSE

ie.

Parking/Office/Whatever space at Building Name

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:
GS-06-xxxx-xxx

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION**Greater Southwest Finance Center****P.O.BOX 845023****Dallas, Texas 75284-5023**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Name LICENSEE
DATED	ACCEPTED THIS DATE
BY (Signature)	BY (Signature)
PRINTED NAME	PRINTED NAME
TITLE	TITLE

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

- m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

A. Licensee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Licensor in each and every instance.

B. The Licensor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Licensee, his agents, employees, maintain in good repair and Licenseable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Licensor under this lease. Licensor covenants and agrees at its expense to maintain in good order and repair all plumbing, electrical, and HVAC equipment serving the premises. Licensor represents and warrants that i) it has no actual knowledge that the building contains structural defects or defective systems and requires major repairs or replacements; ii) it has no actual knowledge that the Building systems are not in proper working order and condition; iii) it has no actual knowledge that the Building, and related real property are not in compliance with and are operated in accordance with all applicable laws, ordinances, rules, regulations, and codes; iv) the square footage of the Building has been accurately determined in accordance with BOMA; and v) the Building is served by all utilities necessary for the operation thereof and such utilities are adequate with respect to service and capacity for the operation thereof. Should the Licensor fail to maintain the premises in good order and repair, Licensee may offset rent and otherwise pursue any remedy available at law.

C. Licensee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Licensee shall vacate the leased premises, remove his property therefrom and forthwith yield and place Licensor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

D. Licensor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Licensee or of others who may be on said premises at Licensee's invitation and Licensee shall hold Licensor harmless from any and all claims for such damages or injuries. Licensee's indemnity shall not apply to claims due to Licensor's negligence or willful misconduct.

E. Licensee shall comply with all applicable Municipal and State Laws, ordinances and regulations applicable to use of the property, and obtain and pay for all licenses and permits as may be required. Provide copies of all permits and licenses to the Licensor within 90 calendar days of receipt.

F. Licensee agrees not to use the leased premises in any way which, in the judgment of the Licensor poses a hazard to the Licensor, the leased premises, other Licensees, or the building in part or whole, nor shall Licensee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

G. Licensee, Licensee's agent, employees, invitees or visitors, shall comply fully with all Rules and Regulations governing Public Buildings and Grounds as now posted or subsequently amended.

H. The Licensor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or make such repairs, additions or alterations as Licensor considers necessary for the safety, improvement or preservation of the Licensor's premises or any part thereof.

I. Unless otherwise specified herein, Licensee shall, without expenses to the Licensor and to the satisfaction of the Licensor, obtain and carry public liability insurance coverage for third party bodily injury liability with limits of liability for bodily injury and third party property damage liability in the amounts specified by the General Services Administration Contracting Officer. A certified true copy of the policy with endorsement, manually countersigned, shall be furnished the Licensor within 15 days from the date of execution of this lease. The policy for general third party liability shall include an endorsement naming the United States of America, as an additional insured. The policy shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services

Administration Contracting Office, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy."

J. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Licensee.

K. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

L. The Licensee's name and location may be placed on the existing building directory, floor directory and/or door plate; if the building is so equipped. No signs of the Licensee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Licensor in writing.

M. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the Licensor shall have the right to annul this lease without liability, or in its discretion, to require Licensee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

N. The failure of Licensor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Licensee's obligation with respect to such future performance shall continue in full force and effect.

O. Any notice or advice to or demand upon Licensee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Licensee's address indicated in paragraph 1. or at such other address as Licensee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Licensor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Licensor's Contracting Officer, address indicated on the signature page herein, or at such other address as Licensor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Licensor's Representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

P. The Licensee agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

Q. Except with the prior written consent of Licensor, Licensee shall neither transfer nor assign this lease or any of his rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

R. Licensee acknowledges that he acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

S. If the property leased is located in a State requiring the recording of leases, the Licensee shall comply with all such statutory requirements at Licensee's expense.

Initials: _____ & _____
Govt Licensee

EXHIBIT "A"

Page 1 of 1
License 6-2004-007



Cynthia A.
Schardt/6P/R06/GSA/GOV

11/28/2007 10:17 AM

To Abbe A. Godsey/6P/R06/GSA/GOV

cc

bcc

Subject Action Required ASAP: Documentation for Parking
Outlease at Carlson

Abbe,

I need your input ASAP on this so I can send it to USCG. If you agree with this language, please forward this to Bob and Larry and get their concurrence (have them cc me) and I will send it out. I need it back no later than Thursday at noon, and sooner if they are going to require changes to what I've put together. I have already sent this to Khara for her review and she agrees with what I've put together here.

Captain Weber,

As previously requested, I am sending you information to determine what you need to do to establish a new parking association at the Carlson Federal Building in Topeka, KS. Attached you will find a blank copy of a Revocable License for Non-Federal Use of Real Property as well as Standard Terms & Conditions and Rules and Regulations that may be used in governing the outlease for the parking association. These are the standard documents used when an agreement is reached and we award the lease(s).

The process for GSA and the USCG/TFPA to move forward with requesting consideration for more than one parking association consists of five basic steps.

1. USCG needs to create your association with its by-laws, officers, voting members, etc. I think you may have already done a bit of this groundwork previously from the email information I have seen in our file for the Topeka Federal Parking Association. Gather all your prospective members. You will also need one person to handle the collection of payments and make the monthly payment to GSA for your assigned parking spaces. If you would like to talk to some of our other representatives from parking associations at other Federal buildings in our region, let me know and I can arrange that for you.
2. GSA will gather the necessary appraisal information and other materials to prepare on our end.
3. We will send out a letter and other supporting documentation 6 months from current lease expiration (June 2008 since the current lease expires in December 2008) to you and any other existing parking association to request your overall requirements and begin discussion.
4. GSA will negotiate rates and spaces with each association.
5. Outleases will be awarded based on agreements from negotiations.

Thank you again for your understanding and patience. If you have questions, please give me a call at the number below or email me.



SCAN Revocable License.pdf SCAN additional license terms.pdf

Cindy Schardt
Realty Specialist

GSA - Heartland Region
(816) 823-2898



Abbe A .
Godsey /6P/R06/GSA/GOV

11/26/2007 02:10 PM

To Cynthia A. Schardt/6P/R06/GSA/GOV@GSA

cc

bcc

Subject Fw: TFPA assignment list

Abbe Godsey
Chief, Federal Realty Branch
Realty Services Division (6PRF)
GSA Heartland Region
Telephone 816.823.1216
Fax 816.926.3571
Cellular (b) (6)

<http://www.gsa.gov/heartland>

----- Forwarded by Abbe A. Godsey/6P/R06/GSA/GOV on 11/26/2007 02:10 PM -----



Larry D.
Pierce /6PWC-K/R06/GSA/G
OV

11/26/2007 01:54 PM

To Abbe A. Godsey/6P/R06/GSA/GOV@GSA

cc DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA

Subject Re: TFPA assignment list

yup

Abbe A. Godsey/6P/R06/GSA/GOV



Abbe A .
Godsey /6P/R06/GSA/GOV

11/26/2007 01:42 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA

cc Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA

Subject Re: TFPA assignment list

Interesting - No Courts (Judiciary) have spaces in the outlease? Because their agency pays for them.....

Abbe Godsey
Chief, Federal Realty Branch
Realty Services Division (6PRF)
GSA Heartland Region
Telephone 816.823.1216
Fax 816.926.3571
Cellular (b) (6)

<http://www.gsa.gov/heartland>

DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315849 #

Today's Date	09/14/2009	Number of Pages	7
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	OTHER	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	8	Status/Sub-Version Number	-
Comments : AKS01850-Other-8.pdf Comm Negotiations			

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DeAnn M .
Schuetz /6PMC-K/R06/GSA/
GOV

11/26/2007 01:31 PM

To Abbe A. Godsey/6P/R06/GSA/GOV@GSA
cc Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA

Subject TFPA assignment list

The TFPA is assigned 142 parking spaces : 95 inside and 47 outside.

Attached is listing sorted by agency .

1	DHS-ReesSecurity
3	HHS OCSE Audit Agency
20	U.S. Attorney
6	US Marshals Service -CSO (Court Security Officer)
112	US Coast Guard

142	Total TFPA
-----	------------



TFPAAssignments.xls

DeAnn Schuetz (6PFK)
785-295-2506

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking Space		AP=AgencyPaid TFPA=Parking Assn.	Agency			
1002	Inside	AP	(b) (7)(F)			
1003	Inside	AP				
1004	Inside	AP				
1005	Inside	AP				
1006	Inside	AP				
1007	Inside	AP				
1008	Inside	AP				
1009	Inside	AP				
1010	Inside	AP				
1011	Inside	AP				
1012	Inside	AP				
1013	Inside	AP				
1014	Inside	AP				
1015	Inside	AP				
1016	Inside	AP				
1017	Inside	AP				
1018	Inside	AP				
1019	Inside	AP				
1020	Inside	AP				
1021	Inside	AP				
1022	Inside	AP				
1023	Inside	TFPA				
1024	Inside	AP				
1025	Inside	AP				
1026	Inside	AP				
1027	Inside	AP				
1028	Inside	TFPA				
1029	Inside	AP				
1030	Inside	AP				
1031	Inside	AP				
1032	Inside	TFPA				
1033	Inside	AP				
1034	Inside	TFPA				
1035	Inside	TFPA				
1036	Inside	TFPA				
1037	Inside	AP				
1038	Inside	AP				
1039	Inside	TFPA				
1040	Inside	AP				
1041	Inside	AP				
1042	Inside	AP				
1043	Inside	TFPA				
1044	Inside	AP				
1045	Inside	TFPA				
1046	Inside	AP				
1047	Inside	TFPA				
1048	Inside	AP				
1049	Inside	AP				
1050	Inside	AP				
1051	Inside	AP				
1052	Inside	AP				
1053	Inside	AP				
1054	Inside	AP				
1055	Inside	TFPA				
1056	Inside	AP				
1057	Inside	AP				

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking Space		AP=AgencyPaid TFPA=Parking Assn.	Agency			
1058	Inside	AP	(b) (7)(F)			
1059	Inside	AP				
1060	Inside	AP				
1061	Inside	TFPA				
1062	Inside	AP				
1063	Inside	AP				
1064	Inside	AP				
1065	Inside	AP				
1066	Inside	TFPA				
1067	Inside	AP				
1068	Inside	TFPA				
1069	Inside	TFPA				
1070	Inside	TFPA				
1071	Inside	TFPA				
1072	Inside	AP				
1073	Inside	TFPA				
1074	Inside	AP				
1075	Inside	AP				
1076	Inside	AP				
1077	Inside	TFPA				
1078	Inside	AP				
1079	Inside	AP				
1080	Inside	TFPA				
1081	Inside	AP				
1082	Inside	AP				
1083	Inside	AP				
1084	Inside	TFPA				
1085	Inside	TFPA				
1086	Inside	TFPA				
1087	Inside	AP				
1088	Inside	TFPA				
1089	Inside	TFPA				
1090	Inside	AP				
1091	Inside	TFPA				
1092	Inside	AP				
1094	Inside	AP				
1095	Inside	AP				
1097	Inside	AP				
1098	Inside	AP				
1100	Inside	AP				
1101	Inside	AP				
1103	Inside	AP				
1104	Inside	TFPA				
1105	Inside	TFPA				
1106	Inside	AP				
1107	Inside	AP				
1108	Inside	AP				
1109	Inside	AP				
1110	Inside	AP				
1111	Inside	AP				
1112	Inside	AP				
1113	Inside	TFPA				
1114	Inside	AP				
1115	Inside	AP				
1116	Inside	AP				
1117	Inside	TFPA				

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking Space		AP=AgencyPaid TFPA=Parking Assn.	Agency			
1118	Inside	AP	(b) (7)(F)			
1119	Inside	TFPA				
1120	Inside	TFPA				
1121	Inside	TFPA				
1122	Inside	TFPA				
1123	Inside	TFPA				
1126	Inside	TFPA				
PL1-No #	Inside	AP				
2000	Outside	TFPA				
2001	Outside	Visitor				
2002	Outside	Visitor				
2003	Outside	Visitor				
2004	Outside	Visitor				
2005	Outside	Visitor				
2006	Outside	TFPA				
2007	Outside	TFPA				
2008	Outside	TFPA				
2009	Outside	TFPA				
2010	Outside	TFPA				
2011	Outside	TFPA				
2012	Outside	Visitor				
2013	Outside	TFPA				
2014	Outside	Visitor				
2015	Outside	TFPA				
2016	Outside	TFPA				
2017	Outside	TFPA				
2018	Outside	TFPA				
2019	Outside	TFPA				
2020	Outside	TFPA				
2021	Outside	TFPA				
2022	Outside	TFPA				
2023	Outside	TFPA				
2024	Outside	TFPA				
2025	Outside	TFPA				
2026	Outside	TFPA				
2027	Outside	TFPA				
2028	Outside	TFPA				
2029	Outside	TFPA				
2030	Outside	TFPA				
2031	Outside	TFPA				
2032	Outside	TFPA				
2033	Outside	TFPA				
2034	Outside	TFPA				
2035	Outside	TFPA				
2036	Outside	TFPA				
2037	Outside	TFPA				
2038	Outside	TFPA				
2039	Outside	TFPA				
2040	Outside	TFPA				
2041	Outside	TFPA				
2042	Outside	TFPA				
2043	Outside	TFPA				
2044	Outside	TFPA				
2045	Outside	TFPA				
2046	Outside	TFPA				
2047	Outside	TFPA				

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking Space		AP=AgencyPaid TFPA=Parking Assn.	Agency			
2048	Outside	TFPA	(b) (7)(F)			
2049	Outside	TFPA				
2050	Outside	TFPA				
2051	Outside	TFPA				
2052	Outside	TFPA				
2053	Outside	TFPA				
2054	Outside	Visitor				
2055	Inside	TFPA				
2056	Inside	TFPA				
2057	Inside	AP				
2058	Inside	TFPA				
2059	Inside	TFPA				
2060	Inside	TFPA				
2061	Inside	TFPA				
2062	Inside	AP				
2063	Inside	TFPA				
2064	Inside	AP				
2065	Inside	TFPA				
2066	Inside	TFPA				
2067	Inside	AP				
2068	Inside	TFPA				
2069	Inside	AP				
2070	Inside	AP				
2071	Inside	AP				
2072	Inside	AP				
2073	Inside	TFPA				
2074	Inside	AP				
2075	Inside	TFPA				
2076	Inside	TFPA				
2077	Inside	AP				
2078	Inside	AP				
2079	Inside	AP				
2080	Inside	AP				
2081	Inside	AP				
2082	Inside	AP				
2083	Inside	AP				
2084	Inside	AP				
2085	Inside	AP				
2086	Inside	AP				
2087	Inside	AP				
2088	Inside	AP				
2089	Inside	TFPA				
2090	Inside	TFPA				
2091	Inside	TFPA				
2092	Inside	TFPA				
2093	Inside	AP				
2094	Inside	TFPA				
2095	Inside	AP				
2096	Inside	TFPA				
2097	Inside	TFPA				
2098	Inside	TFPA				
2099	Inside	TFPA				
2100	Inside	TFPA				
2101	Inside	AP				
2102	Inside	TFPA				
2103	Inside	AP				

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking Space		AP=AgencyPaid TFPA=Parking Assn.	Agency		
2104	Inside	AP	(b) (7)(F)		
2105	Inside	AP			
2106	Inside	TFPA			
2107	Inside	TFPA			
2108	Inside	TFPA			
2109	Inside	AP			
2110	Inside	TFPA			
2111	Inside	TFPA			
2112	Inside	AP			
2113	Inside	TFPA			
2114	Inside	TFPA			
2115	Inside	AP			
2116	Inside	AP			
2117	Inside	TFPA			
2118	Inside	TFPA			
2119	Inside	TFPA			
2120	Inside	TFPA			
2121	Inside	AP			
2122	Inside	TFPA			
2123	Inside	TFPA			
2124	Inside	TFPA			
2125	Inside	TFPA			
2126	Inside	TFPA			
2127	Inside	TFPA			
2128	Inside	TFPA			
2129	Inside	AP			
2130	Inside	AP			
2131	Inside	AP			
2132	Inside	TFPA			
2133	Inside	AP			
2134	Inside	AP			
2135	Inside	AP			
2136	Inside	AP			
2137	Inside	TFPA			
2138	Inside	AP			
2139	Inside	AP			
2140	Inside	AP			
2141	Inside	TFPA			
2142	Inside	AP			
2143	Inside	TFPA			
2144	Inside	TFPA			
2145	Inside	TFPA			
2146	Inside	AP			
2147	Inside	TFPA			
2148	Inside	AP			
2149	Inside	AP			
2150	Inside	AP			
2151	Inside	TFPA			
2152	Inside	AP			
2153	Inside	AP			
2154	Inside	TFPA			
2155	Inside	TFPA			
2156	Inside	TFPA			
2157	Inside	TFPA			
2158	Inside	AP			
2159	Inside	AP			

Parking Assignments
Frank Carlson FB/USCH
10/05/2007

Sorted by Parking Space Number

Parking		AP=AgencyPaid				
Space		TFPA=Parking Assn.	Agency			
2160	Inside	AP	(b) (7)(F)			
2161	Inside	AP				
2162	Inside	TFPA				
2163	Inside	AP				
2164	Inside	AP				
2165	Inside	AP				
2166	Inside	TFPA				
2167	Inside	TFPA				
2168	Inside	TFPA				
2169	Inside	AP				
2171	Inside	TFPA				



Sharon A .
Brown /6P/R06/GSA/GOV
11/26/2007 09:57 AM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
Abbe A. Godsey/6P/R06/GSA/GOV@GSA, Nancy R.
cc Ditch/6P/R06/GSA/GOV@GSA, Cynthia A
Schardt/6P/R06/GSA/GOV@GSA, Larry D
bcc
Subject Parking assignments-KS0092ZZ Topeka FB/USCH - vacant parking

DeAnn,
Thanks for your help with this ! I agree that there are really no vacant parking spaces at this location .
These were parking spaces formerly assigned to tenants who have moved out of the building . For
several months, I have been working through the RBM process to get these removed from STAR;
hopefully this will be corrected soon .

Thanks again !

Sharon
816-823-5182
(b) (6) (cell)

Nancy R. Ditch/6P/R06/GSA/GOV



Nancy R .
Ditch /6P/R06/GSA/GOV
11/23/2007 04:09 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
cc Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA, Sharon A.
Brown/6P/R06/GSA/GOV, Cynthia A.
Schardt/6P/R06/GSA/GOV, Abbe A.
Godsey/6P/R06/GSA/GOV
Subject Re: Parking assignments-KS0092ZZ Topeka FB/USCH

DeAnn,

Thank you for providing this information; we appreciate your assistance .

Nancy Ditch
Realty Specialist
GSA Public Buildings Service
Heartland Region
816-823-5116 Office
816-926-3571 Fax
(b) (6) Cell
nancy.ditch@gsa.gov

DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV



DeAnn M .
Schuetz /6PMC-K/R06/GSA/

To Nancy R. Ditch/6P/R06/GSA/GOV@GSA



GOV

11/23/2007 03:21 PM

cc Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA
Subject Parking assignments-KS0092ZZ Topeka FB/USCH

There is a conflict in the actual total parking spaces and STAR Parking information .

KS0092ZZ has a total of 291 parking spaces .

The breakdown is : 236 inside/structured and 55 outside/surface .

STAR Parking shows a total of 293 parking spaces,
with 238 inside/structured and 55 outside/surface .

STAR has 2 Vacant inside /structured spaces -which is incorrect .

I've attached 2 excel files .

1. STAR Parking for KS 0092ZZ.

I exported the STAR Parking report to excel and made

2 columns comparing assignments STAR vs . KS Field Office .

2. Kansas Field Office parking assignment list for KS 0092ZZ.

All 291 parking spaces are listed and designated as

* inside or outside

* AP (Agency Paid) or TFPA (Topeka Federal Parking Association)

* the agency using the parking space .



KS0092ZZparking-STAR.xls KS0092ZZparking-KansasFO.xls

DeAnn Schuetz (6PFK)
785-295-2506

KS0092ZZ-Frank Carlson FB/USCH, 444 SE Quincy, Topeka, KS					
	Total Parking Spaces:			236 Inside	55 Outside
As of 11/23/07		STAR	KS FO		
A/B Name	CBR No	Assign.	Assign.	Category	Type
					User Id
					Date
					15-Dec-97
					14-May-07
					19-Mar-03
					19-Mar-03
					19-Mar-03
					13-Apr-05
					14-Sep-05
					14-Sep-05
					15-Dec-97
					26-Mar-04
					14-Sep-05
					9-Nov-07
					14-Sep-07
					4-Jul-03
					15-Aug-06
					15-Dec-97
					12-Oct-00
					16-Jan-07
					15-Nov-07
					15-Nov-07
					1-Aug-01
					1-Aug-01



Nancy R.
Ditch/6P/R06/GSA/GOV
11/05/2007 04:58 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV
cc Cynthia A. Schardt/6P/R06/GSA/GOV@GSA, Robert Juarez
bcc
Subject Re: Outlease for CG

Larry,

I think there may be confusion as to the date that the Coast Guard would be "eligible" to set up their own parking association. The current TFPA Outlease agreement ends December 31, **2008**. Did we previously tell the Coast Guard that they could break away once the TFPA agreement expires on December 31, 2008? Or did GSA tell them December 31, 2007? Carolyn renewed the TFPA Outlease effective January 1, 2007, for **two** years.

I've scanned in just a few of the emails back and forth between you, Bob Juarez, and Carolyn Guy (and others) from last fall about all of this. As I mentioned in the phone message I left for you this afternoon, and as Carolyn indicated in her email, we use a standard Revocable License Agreement for all parking outleases; there is no other legal document needed. I've attached a blank agreement here.

Just FYI, I have not yet received a request -- phone, hard copy, email or otherwise -- from the Coast Guard requesting that I actually set them up with their own Outlease. I understood that Capt Weber was wanting to know about the document we use. If Bob is agreeable, I will re-send one to the Coast Guard, or you can if you prefer. Just let me know what you and Facilities want to do from here regarding the date for a Coast Guard Outlease to take effect.

Thank you,

Nancy Ditch
Realty Specialist
GSA Public Buildings Service
Heartland Region
816-823-5116 Office
816-926-3571 Fax
(b) (6) Cell
nancy.ditch@gsa.gov

Larry D. Pierce/6PWC-K/R06/GSA/GOV



Larry D.
Pierce/6PWC-K/R06/GSA/GO
V
10/29/2007 03:39 PM

To Nancy R. Ditch/6P/R06/GSA/GOV@GSA
cc Cynthia A. Schardt/6P/R06/GSA/GOV@GSA
Subject Re: Outlease for CG

Just talked to Bob
Please put whatever you plan on sending together and send it to Bob and I first. His concern is that we have a unified approach from PBS.
Thanks, Larry

Sent from my BlackBerry Wireless Handheld
Nancy R. Ditch

----- Original Message -----

From: Nancy R. Ditch
Sent: 10/29/2007 12:51 PM CDT
To: Larry Pierce
Cc: Cynthia Schardt
Subject: Re: Outlease for CG

Thanks. Please let me know if/what you find out. If nobody objects, I'll get back to Capt Weber with specifics, again.

Nancy Ditch
Realty Specialist
GSA Public Buildings Service
Heartland Region
816-823-5116 Office
816-926-3571 Fax
(b) (6) Cell
nancy.ditch@gsa.gov



Nancy R.
Ditch/6P/R06/GSA/GOV

10/29/2007 11:52 AM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA

cc

bcc Nancy R. Ditch/6P/R06/GSA/GOV

Subject Outlease for CG

Larry,

After you and I talked regarding Capt Weber's request for information on setting up a CG parking asociation outlease (on 10/11), I sent an email to you and copied Facilities (Bob Juarez and Tim Morales), hoping they would respond about advisability of setting up an additional association at Carlson. I never received any response from them, did you?

I'm thinking that the best way to attack this now might be for you to have a conversation with Facilities to see if they have any concerns about setting up a separate outlease, effective December 2007. I know you'd prefer not to, but maybe they should weigh in before I/we say anything to Capt Weber. If they want to involve legal for any reason, I think that needs to be initiated by them, because nothing in the information I have seems to specifically preclude a fed bldg from having two separate parking associations (from Realty's perspective, it's just a lot more administration/paperwork!!).

Question: does Capt. Weber work with Randall Butler @ the CG? In going through the current Outlease file with all the documentation on the last go-round, Carolyn Guy corresponded via emails --beginning in October 2006 -- with Randall Butler. She informed him that we use a standard license agreement, and no special incorporation is needed. She even gave him the name and number of a contact with another parking association outlease in Lincoln, NE who could answer any questions. If Mr. Butler and Capt Weber are working on this together, they should still have that information.

Unless you, Facilities (or legal?) knows something I don't see a need to set anything up this far in advance. Wouldn't hurt to send their request, though...maybe that will get things rolling internally.

Your thoughts?

Thanks,

Nancy Ditch
Realty Specialist
GSA Public Buildings Service
Heartland Region
816-823-5116 Office
816-926-3571 Fax
(b) (6) Cell
nancy.ditch@gsa.gov



Nancy R.
Ditch/6P/R06/GSA/GOV
10/11/2007 04:09 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA
cc Cynthia A. Schardt/6P/R06/GSA/GOV@GSA, "Weber,
Vincent CAPT" <Vincent.M.Weber@uscg.mil>
bcc
Subject RE: Parking Association

Larry,

I'll try to respond next week, thanks.

Nancy Ditch

Larry D. Pierce/6PWC-K/R06/GSA/GOV



Larry D.
Pierce/6PWC-K/R06/GSA/GO
V
10/11/2007 03:37 PM

To "Weber, Vincent CAPT"
<Vincent.M.Weber@uscg.mil>@GSAEXTERNAL, Nancy R.
Ditch/6P/R06/GSA/GOV@GSA, Cynthia A.
Schardt/6P/R06/GSA/GOV@GSA
cc Vincent.M.Weber@uscg.mil
Subject RE: Parking Association

Nancy/Cindy,

Please read Captain Weber's request below.

Do you have anything that you can provide or possible refer to him that would help?

Thanks, Larry

"Weber, Vincent CAPT" <Vincent.M.Weber@uscg.mil>



"Weber, Vincent CAPT"
<Vincent.M.Weber@uscg.mil>
Sent by:
Vincent.M.Weber@uscg.mil

To larry.pierce@gsa.gov
cc
Subject RE: Parking Association

10/11/2007 03:06 PM

Larry-

Sorry to be a pain, but is there any written guidance on parking leases that I can refer to? In general, I like to read applicable references prior to making a submission.

Vince

-----Original Message-----

From: larry.pierce@gsa.gov [mailto:larry.pierce@gsa.gov]
Sent: Thursday, October 11, 2007 3:04 PM
To: Weber, Vincent CAPT
Subject: Parking Association

Captain Weber,

As we discussed below are the names and addresses for the two individuals responsible for outleases at the Carlson FB/CH. Nancy is currently responsible and Cindy will soon have responsibility. Depending on when, or if, you send the request it would be appropriate to send it to Nancy with a cc to Cindy. They both work in the same Branch but sending two letters should insure a timely response. The letters can be sent as soon as your Management Team makes a decision. The current agreement with the TFPA expires on 12/31/08.

Nancy Ditch
Federal Services Branch (6PRF)
(6PRF)
Rm 2211
1500 E. Bannister Rd.
KCMO 64131-3009

Cindy Schardt
Federal Services Branch
Rm 2211
1500 E. Bannister Rd.
KCMO 64131-3009

Thanks, Larry



Nancy R.
Ditch/6P/R06/GSA/GOV
10/11/2007 02:56 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV
cc Cynthia A. Schardt/6P/R06/GSA/GOV, Sharon A.
Brown/6P/R06/GSA/GOV, robert.juarez@gsa.gov, Timothy
D. Morales/6PT/R06/GSA/GOV@GSA, Nancy R.
bcc
Subject Topeka Federal Parking Association (TFPA) parking outlease
/ Coast Guard at Carlsen

Larry,

Thanks for your call regarding the TFPA outlease (#GS-06-2002-001). I appreciated hearing some background on the Coast Guard's previous request to pull out of the TFPA in order to form their own parking association at the Carlsen Building.

I understand that the Coast Guard will very likely make another request to form their own parking association, this time well ahead of the TFPA outlease expiration date of 12/31/08. I've copied Realty and Facilities folks here to inform them that the request may be forthcoming soon. Feel free to send this to anyone else you think may want to know (I believe you mentioned that legal was involved).


Looks like GSA will have plenty of time to formulate a plan to deal with the Coast Guard's request this time around.

Thank you,

Nancy Ditch
Realty Specialist
GSA Public Buildings Service
Heartland Region
816-823-5116 Office
816-926-3571 Fax
(b) (6) Cell
nancy.ditch@gsa.gov

(b) (5)

Nancy R.
Ditch/6P/R06/GSA/GOV
05/03/2007 01:52 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
cc
bcc
Subject Re: Topeka Federal Parking Assn. May 2006 list 

Thanks for following up with me, DeAnn!
DeAnn M. Schuetz
----- Original Message -----

From: DeAnn M. Schuetz
Sent: 05/03/2007 12:28 PM
To: Nancy Ditch
Subject: Topeka Federal Parking Assn. May 2006 list

Per our conversation, I will send the TFPA May 2006 assignment list to you as soon as it is received at our office. I followed-up with the TFPA Secretary today and she will get it to me in the next few days.

Thanks,
DeAnn Schuetz (6PFK)
785-295-2506

ask Sharon - then
add to next (April) Outleasing



Larry D.
Pierce/6PWC-K/R06/GSA/GO
V

04/02/2007 12:20 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA, Sharon
A. Brown/6P/R06/GSA/GOV@GSA, Nancy R.
Ditch/6P/R06/GSA/GOV@GSA

cc allen.scherr@gsa.gov

bcc

Subject Re: KS0092ZZ parking assignment update

Income
Report

Thanks DeAnn.

Sharon/Nancy,

FYI on the parking changes.

We are still evaluating the release of two outside spaces, assigned joint-use, for transfer to the TFPA.

Enjoy, Larry

DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV



DeAnn M.
Schuetz/6PMC-K/R06/GSA/G
OV

04/02/2007 12:03 PM

To Larry D. Pierce/6PWC-K/R06/GSA/GOV@GSA

cc

Subject KS0092ZZ parking assignment update

Larry, please review and forward to Sharon Brown and Nancy Ditch.

Attached STAR Parking List for KS0092ZZ (Topeka, KS FB/USCH) is updated as 2 vacant inside/structured spaces are reassigned to the GSA Outlease (Topeka Federal Parking Assn).

The reassigned spaces were vacated from DOL/Wage & Hour (1 inside space) and Corporation for National Service (1 inside space), as these agencies have been relocated out of the building.



KS0092park-STAR4-2-07.xls

DeAnn Schuetz (6PFK)
785-295-2506

#GS-06-2002-001

(b) (5)

TOPEKA, KS FB/USCH	KS0092ZZ																	
A/B Name	CBR No	Spaces	Spaces	Category	Type	User Id	Date											
		3/30/2007	4/2/2007															
<div>(b) (7) (F)</div>																		
																		15-Dec-97
																		15-Dec-97
																		19-Mar-03
																		19-Mar-03
																		19-Mar-03
																		13-Apr-05
																		14-Sep-05
																		14-Sep-05
																		15-Dec-97
																		26-Mar-04
																		14-Sep-05
																		21-Jun-02
																		4-Jul-03
																		15-Aug-06
								15-Dec-97										
								30-Sep-04										
								16-Jan-07										
								5-Aug-99										
								12-Oct-00										
								15-Aug-06										
								1-Aug-01										
								1-Aug-01										
TOTAL OUTSIDE/SURFACE		55	55															

January 9, 2007

Barbara Edwards
Topeka Federal Parking Association
444 S.E. Quincy
Topeka, KS 66683

RE: GS-06-2002-001

Dear Ms. Edwards:

Effective March 1, 2007, Nancy Ditch will be handling the GSA Outleasing Program in Region 6 covering Kansas/Iowa/Nebraska and parts of Missouri.

She can be reached at 816/823-5116, fax 816/926-3571 or by email at nancy.ditch@gsa.gov.



Please feel free to contact her with questions or concerns.

Sincerely,

Carolyn Guy

Carolyn Guy
Outleasing Program
Federal Services Branch
Public Buildings Service (6PRF)



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

01/04/2007 07:19 AM

To "Edwards, Barbara"
<Barbara.J.Edwards@uscg.mil>@GSAEXTERNAL

cc

bcc

Subject Re: GSA Parking contact

Thanks, Barbara. Last I heard was that no changes would even be considered until after your contract expires. That make great sense to me! Good luck, and thanks again for the info.

"Edwards, Barbara" <Barbara.J.Edwards@uscg.mil>



**"Edwards, Barbara"
<Barbara.J.Edwards@uscg.mil>**

Sent by:

Barbara.J.Edwards@uscg.mil

To carolyn.guy@gsa.gov

cc Tom.Luedke@usdoj.gov, "Blythe, Cindy"
<Cindy.R.Blythe@uscg.mil>

Subject GSA Parking contact

01/03/2007 04:14 PM

Carolyn, the parking situation is still not settled, as far as I know. However, Cindy Blythe and I are hopeful that we will be allowed to remain in TFPA if and when Coast Guard splits off some of the parking. So currently, you may consider me as a POC. In the event that you can not get in touch with me, either Cindy or Tom Luedka can be contacted. Cindy's phone number is 785-339-3678

We do not have a Tax ID. We do not earn interest so there is no income to report. My SSN and Tom's are on the Bank Account. My SSN (b) (6). I trust that you will safeguard it.

My phone number is 785-339-3631.

We will keep you informed of changes as we are made aware of them.

At least for this month, there are no changes.

If you have any other questions, you may contact any of us. Cindy is on leave this week.

Sincerely

Barbara Edwards

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Signed for by

Signature release on file

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Dec 26, 2006

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Dec 27, 2006 9:35 AM

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GS-06-2002-001

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	10:46 PM At local FedEx facility	KANSAS CITY, MO	
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	8:22 PM Left origin	KANSAS CITY, MO	
	4:27 PM Picked up	KANSAS CITY, MO	
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**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
THE HEARTLAND REGION**

1500 East Bannister Road, Room 2211
Kansas City, MO 64131-3088

December 26, 2006

FROM: Carolyn Guy
Agency: GSA/6PRF (Outleasing)
Street Address: 1500 East Bannister Road
Phone: 816/823-4269
Fax: 816/926-3571

To:
Tom Luedke
Topeka Federal Parking Assoc.
Phone: 785/295-2856

RE: GS-06-2002-001 (444 SE Quincy, Topeka, KS)

This Parking Outlease at the subject location requires additional information for our files:

1. POC Name / Telephone Update
2. TAX ID# / SSN# (required by Finance Fort Worth/Dept. of Treasury)

Please send this required information via fax or email as soon as possible. Your cooperation is very much appreciated.

If you have any question, please contact me at 816/823-4269 or by email (carolyn.guy@gsa.gov).

THANK YOU!

Total # of pages (including cover sheet): 1

From: Origin ID: (816)823-4269
carolyn.guy
General Services Admin.
Room 2211
1500 East Bannister Road
Kansas City, MO 64131



CLS 100 306/19/23

Ship Date: 26DEC06
ActWgt: 1 LB
System#: 4301470/INET2500
Account#: S *****

REF: GS-06-2002-001

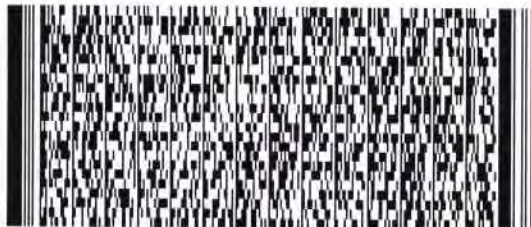


Delivery Address Bar Code

SHIP TO: (785)295-2856

BILL SENDER

Tom Luedke
Topeka Fed Parking Association
U.S. Atty's Office
444 S.E. Quincy
Topeka, KS 66683



PRIORITY OVERNIGHT

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TRK# 7995 6010 4274

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U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315850 #

Today's Date	09/14/2009	Number of Pages	15
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Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	OTHER	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	9	Status/Sub-Version Number	-
Comments : AKS01850-Other-9.pdf Comm Negotiations			

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Carolyn S.
Guy/6PE/Ro6/GSA/GOV

11/01/2006 11:00 AM

To "(b) (7)(C)"
<(b) (7)(C)"@uscg.mil>@GSAEXTERNAL
cc
bcc

Subject RE: Parking

Mr. Butler: None have been incorporated. I am uncertain of their inner working, but could actually give you the name of the person in charge of the Lincoln Federal Parking Association. His name is Matt Goeken (Go-kin) and can be reached at (402) 441-6472. I spoke with him around 11am and he said he would hbe happy to speak with you. Let me know how that turns out!

Also, we can add language to the license that states "the cost of a parking space is capped for the period of the license, but may decrease based on the local appraisal (market) system". I had intended on covering that since I am retiring in Mar07 and didn't want you to have difficulty after I left.

Let me know if there is anything else I can do or if you have further questions!

Carolyn Guy

Realty Program Specialist

Tele: 816/823-4269

Fax: 816/926-3571

"(b) (7)(C)" <(b) (7)(C)"@uscg.mil>



"(b) (7)(C)"
<(b) (7)(C)"@uscg.mil>

Sent by:
(b) (7)(C)"@uscg.mil

To carolyn.guy@gsa.gov

cc

Subject RE: Parking

11/01/2006 10:56 AM

Carolyn,
Thanks for responding. I just want to ask about legal requirements and whether the/an attorney has some insight into the legal formalities related to a parking association operating in a federal facility (setting it up, is incorporation required, etc.) I'm not certain if we can just call ourselves an association, collect money, etc., w/o having to take some legal steps and would like to ensure we don't make any missteps.

And I'd also like to add language to the license that states the cost of a parking space is capped for the period of the license, but may decrease based on the local appraisal system. Because this is my first time being involved, I'm not certain how the outlease system works, but - just off the top of my head - if we're (the US gov) not in business to make a profit, it seems that employees (people who park) should benefit if there is a decrease. Any thoughts?

rb



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

11/01/2006 10:31 AM

To: "(b) (7)(C)" <(b) (7)(C)@uscg.mil> @GSAEXTERNAL

cc

bcc

Subject RE: Parking

Mr. Butler: We have 17 parking association outleases, and they are all the same standard parking outlease contract and (we thought) self explanatory. We have tried to cover all needed occurrences. If there is something specific you have a question about, let me know what that is and we'll work it out. I have an immediate superviso and a Contracting Officer that executes the outlease contract, if either of them could help you let me know.

Carolyn Guy

Realty Program Specialist

Tele: 816/823-4269

Fax: 816/926-3571

"(b) (7)(C)" <(b) (7)(C)@uscg.mil>



"(b) (7)(C)" <(b) (7)(C)@uscg.mil>

To carolyn.guy@gsa.gov

cc

Sent by:
Randall.S.Butler@uscg.mil

Subject RE: Parking

10/31/2006 03:53 PM

Carolyn,

Can you pass along the name of the (or, any) GSA contract attorney with whom I can speak about our potential license. I would like to see if that person has any insight into the "legalese" involved in establishing a parking association on federal property.

Thnx,
rb

-----Original Message-----

From: carolyn.guy@gsa.gov [mailto:carolyn.guy@gsa.gov]

Sent: Tuesday, October 31, 2006 3:06 PM

To: Butler, Randall S

Cc: larry.pierce@gsa.gov; allen.scherr@gsa.gov; darrell.patnode@gsa.gov; deann.schuetz@gsa.gov; deborah.mccay@gsa.gov; robert.juarez@gsa.gov

Subject: Fw: Parking

Importance: High

Mr. Butler - Thank you for your call.

Attached is the appraisal sheet we spoke about: (See attached file: Appraisal_Bldg.KS0092.pdf)

As you can see, the 2007 appraisal rate is \$53 monthly per inside space



(b) (7)(C)
<(b) (7)(C)@uscg.mil>

To carolyn.guy@gsa.gov

cc

bcc

Sent by:
Randall.S.Butler@uscg.mil

Subject RE: Parking

10/31/2006 03:38 PM

Thanks Carolyn - this gives us a good starting point. I'll let you know re: the payments in the future as we move along with establishing the new parking association. And I just spoke with Allen Scheer, so we can get the number of spaces figured out on our end.

-----Original Message-----

From: carolyn.guy@gsa.gov [mailto:carolyn.guy@gsa.gov]

Sent: Tuesday, October 31, 2006 3:06 PM

To: Butler, Randall S

Cc: larry.pierce@gsa.gov; allen.scherr@gsa.gov; darrell.patnode@gsa.gov; deann.schuetz@gsa.gov; deborah.mccay@gsa.gov; robert.juarez@gsa.gov

Subject: Fw: Parking

Importance: High

Mr. Butler - Thank you for your call.

Attached is the appraisal sheet we spoke about: (See attached file: Appraisal_Bldg.KS0092.pdf)

As you can see, the 2007 appraisal rate is \$53 monthly per inside space and \$39.17 monthly per outside; the 2008 rate even higher. By setting the payments at \$47 and \$37, while it seems a small savings, it is a savings.

As we discussed, I can set your contract to this same rate for a period of 4 years, expiring December 31, 2010, with no possibility of rate increase until January 1, 2011.

Let me know if you have any further questions.

Carolyn Guy
Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

----- Forwarded by Carolyn S. Guy/6PE/R06/GSA/GOV on 10/31/2006 02:31 PM -----

Carolyn S.



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

11/01/2006 01:07 PM

To "Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov>@GSAEXTERNAL
cc Larry D. Pierce/6PWC-K/Ro6/GSA/GOV, Darrell R.
Patnode/6PWC-K/Ro6/GSA/GOV, Allen D.
Scherr/6PWC-K/Ro6/GSA/GOV, DeAnn M.

bcc

Subject Re: TFPA (Topeka Federal Parking Association) 

Mr. Luedke -

I received an email from Larry Pierce (Field Office Director) on 10/27 regarding the USCG's desire to establish their own parking association. Since that time, Larry mentioned that he had spoke with you and that you had a concern about the 2-year term of your contract.

Nonetheless, I can assure you that your contract's term will not be affected, nor will your monthly payment amounts that we agreed on.

No papers have been processed and nothing has been signed with GSA; no "done deal" on this end. I, also, am waiting to hear from Larry upon his return.

It is my understanding that when Larry returns from travel that he and his staff are going to discuss this issue with you and the USCG. GSA will not be transferring spaces without these discussions.

Please feel free to call me with concerns or additional questions.

Carolyn Guy

Realty Program Specialist

Tele: 816/823-4269

Fax: 816/926-3571

"Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>



"Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov>
>

11/01/2006 08:09 AM

To carolyn.guy@gsa.gov

cc

Subject TFPA

Carolyn,

I just receive an email from the secretary of TFPA that GSA would now be dealing with the Coast Guard in terms of parking. I do not understand this. We have a two year lease for all the spaces here in the building. Is GSA going to break that lease? I have enclosed an email that was sent to Coast Guard members relating to the changed parking situation. It seems to me that Mike Sullivan considers this a done deal. Is that true? If it is why have we not been consulted. This flies in the face of everything our lease stands for. Please let me know what is going on.

Tom Luedke

I want to inform you a new direction we are taking with respect to managing parking for our

employees in the Carlson Building. As far back as anyone can remember there has been only one agent dealing with GSA for employee parking in this building. That has been the Topeka Federal Parking Association (TFPA), a conglomeration of six separate agencies in the building of which the Coast Guard is one. The by-laws of TFPA are structured such that each agency has one vote irrespective of how many employees that agency has or how many TFPA "parkers" it has. Over time that has evolved into a situation where today 80% of the parking allocated by GSA to TFPA is occupied by Coast Guard employees. Yet in terms of influencing TFPA or parking issues in general, the Coast Guard exercises only one out of nine equal votes. An issue that recently highlighted this voting disparity involved officer term limits. It is our belief that TFPA officers should serve fixed terms. We believe term limits provide everyone involved a sense of fairness and openness that is necessary in such an organization. But under the current TFPA by-laws the officers hold their positions indefinitely.

We informally explored changing the TFPA by-laws to accommodate our concerns. That was not well received and since we are only one of nine votes we felt it better and easier to go a different direction. So with GSA's support we have decided to establish our own Coast Guard Parking Association (CGPA). GSA will be transferring all of the spaces our employees currently hold under TFPA to us. If you currently park in Carlson nothing will change for you. Your assigned space will stay the same and the rates you pay will also. The process for your December payment to TFPA is unchanged and Cindy Blythe has already sent the payment reminder for that month. We are targeting CGPA to go in effect in January 2007 and will promulgate CGPA payment procedures for January within the next month.

We will be transferring Coast Guard employees off the TFPA waiting list to our own waiting list. There will be no changes in the relative standing of employees on that list. If you are a Coast Guard employee who currently parks in a space assigned by TFPA, you must participate in CGPA to retain that space. And all new Coast Guard employees who want to be placed on the waiting list for a CGPA parking space must deal with CGPA and not TFPA. Of note, one immediate benefit of establishing CGPA is that Coast Guard members and employees will no longer wait behind employees of other agencies to be assigned a parking space.

We are also in the process of creating our own CGPA by-laws. These will be provided to all CGPA members (defined as CG employees assigned a space) for comment in the near future. We will then issue the by-laws and other procedures as soon as possible, no later than sometime in early Spring.

Having our own association will give us more control and visibility over the management of parking for our employees. We think that's a good thing for us.

Mike



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**
10/31/2006 02:31 PM

To randall.s.butler@uscg.mil
Larry D. Pierce/6PWC-K/Ro6/GSA/GOV,
cc allen.scherr@gsa.gov, darrell.patnode@gsa.gov,
deann.schuetz@gsa.gov, Deborah L.
bcc
Subject Fw: Parking

Mr. Butler - Thank you for your call.



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As you can see, the 2007 appraisal rate is \$53 monthly per inside space and \$39.17 monthly per outside; the 2008 rate even higher. By setting the payments at \$47 and \$37, while it seems a small savings, it is a savings.

As we discussed, I can set your contract to this same rate for a period of 4 years, expiring December 31, 2010, with no possibility of rate increase until January 1, 2011.

Let me know if you have any further questions.


Carolyn Guy

Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

----- Forwarded by Carolyn S. Guy/6PE/Ro6/GSA/GOV on 10/31/2006 02:31 PM -----



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**
10/31/2006 12:15 PM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV
cc allen.scherr@gsa.gov, darrell.patnode@gsa.gov,
deann.schuetz@gsa.gov, Deborah L.
McCay/6P/Ro6/GSA/GOV@GSA, Robert L.
Juarez/6PB/Ro6/GSA/GOV@GSA
Subject Re: Parking 

Larry/Allen/Darrell/Deann -

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Carolyn Guy

Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

Larry D. Pierce/6PWC-K/Ro6/GSA/GOV




**Larry D.
Pierce/6PWC-K/Ro6/GS
A/GOV**

10/30/2006 10:20 AM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV@GSA

cc allen.scherr@gsa.gov, Carolyn S.
Guy/6PE/Ro6/GSA/GOV@GSA, darrell.patnode@gsa.gov,
deann.schuetz@gsa.gov, Deborah L.
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A/GOV**

10/30/2006 07:23 AM

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cc Deborah L. McCay/6P/Ro6/GSA/GOV@GSA, Robert L.
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**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

10/29/2006 07:06 AM

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cc Deborah L. McCay/6P/Ro6/GSA/GOV@GSA, Robert L.
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Carolyn Guy
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Federal Services Branch (6PRE)

816/823-4269
816/823-3571 (FAX)
Larry D. Pierce/6PWC-K/Ro6/GSA/GOV



**Larry D.
Pierce/6PWC-K/Ro6/GS
A/GOV**

10/27/2006 02:32 PM

To Carolyn S. Guy/6PE/Ro6/GSA/GOV@GSA
cc Deborah L. McCay/6P/Ro6/GSA/GOV@GSA, Robert L.
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----- Forwarded by Larry D. Pierce/6PWC-K/Ro6/GSA/GOV on 10/27/2006 02:28 PM -----



"(b) (7)(C)
<(b) (7)(C)@usc
g.mil>

Sent by:

(b) (7)(C)@uscg.mil

To allen.scherr@gsa.gov
cc larry.pierce@gsa.gov
Subject FW: Parking

10/27/2006 09:53 AM

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Mike

From: (b) (7)(C)
Sent: Thursday, October 26, 2006 11:12 AM
To: allen.scherr@gsa.gov; larry.pierce@gsa.gov
Subject: Parking
Importance: High

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Executive Director
USCG Personnel Service Center
Topeka, KS 66683-3591
Ph: 785.339.3602
Fax: 785.339.3766

----- Message from "Sullivan, Michael" <Michael.P.Sullivan@uscg.mil> on Wed, 18 Oct 2006 16:10:12 -0500 -----

To: "PSC-DG-ALLUser" <PSC-DG-ALLUser@uscg.mil>

Subject: As I See It

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**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

10/31/2006 10:02 AM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV
cc allen.scherr@gsa.gov, darrell.patnode@gsa.gov,
deann.schuetz@gsa.gov, Deborah L.
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U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315858 #

Today's Date	09/14/2009	Number of Pages	3
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	10	Status/Sub-Version Number	
Comments : AKS01850-Other-10.pdf Comm Negotiations			

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1500 E BANNISTER RD
KANSAS CITY MO 64131-3088

Code of Federal Regulations

VES AND RECORDS A
LITTERA
SCRIPTA

r

Friday,

41

Chapters 102 to 200

Revised as of July 1, 2005

**Public Contracts and
Property Management**





Federal Register

Friday,
December 13, 2002

Part III

General Services Administration

41 CFR Parts 102-71, et al.
Real Property Policies Update; Final Rules

§ 102-74.255 How must occupant evacuation or relocation be accomplished when there is immediate danger to persons or property, such as fire, explosion or the discovery of an explosive device (not including a bomb threat)?

The Designated Official must initiate action to evacuate or relocate occupants in accordance with the plan by sounding the fire alarm system or by other appropriate means when there is immediate danger to persons or property, such as fire, explosion or the discovery of an explosive device (not including a bomb threat).

§ 102-74.260 What must the Designated Official do when there is advance notice of an emergency?

The Designated Official must initiate appropriate action according to the plan when there is advance notice of an emergency.

Parking Facilities

§ 102-74.265 Who must provide for the regulation and policing of parking facilities?

Federal agencies, upon approval from GSA, must provide for any necessary regulation and policing of parking facilities, which may include:

- (a) The issuance of traffic rules and regulations;
- (b) The installation of signs and markings for traffic control. (Signs and markings must conform with the Manual on Uniform Traffic Control Devices published by the Department of Transportation);
- (c) The issuance of citations for parking violations; and
- (d) The immobilization or removal of illegally parked vehicles.

§ 102-74.270 Are vehicles required to display parking permits in parking facilities?

When the use of parking space is controlled as in § 102-74.265, all privately-owned vehicles other than those authorized to use designated visitor or service areas must display a parking permit. This requirement may be waived in parking facilities where the number of available spaces regularly exceeds the demand for such spaces.

§ 102-74.275 May Federal agencies authorize lessors or parking management contractors to manage, regulate and police parking facilities?

Yes, Federal agencies, upon approval from GSA, may authorize lessors or parking management contractors to manage, regulate and police parking facilities.

§ 102-74.280 Are privately-owned vehicles converted for propane carburetion permitted in underground parking facilities?

Federal agencies must not permit privately-owned vehicles converted for propane carburetion to enter underground parking facilities unless the owner provides to the occupant agency and the Federal agency building's manager the installer's certification that the installation methods and equipment comply with National Fire Protection Association (NFPA) Standard No. 58.

§ 102-74.285 How must Federal agencies assign priority to parking spaces in controlled areas?

Federal agencies must reserve official parking spaces, in the following order of priority, for:

- (a) Official postal vehicles at buildings containing the U.S. Postal Service's mailing operations.
- (b) Federally-owned vehicles used to apprehend criminals, fight fires and handle other emergencies.
- (c) Private vehicles owned by Members of Congress (but not their staffs).
- (d) Private vehicles owned by Federal judges (appointed under Article III of the Constitution), which may be parked in those spaces assigned for the use of the Court, with priority for them set by the Administrative Office of the U.S. Courts.
- (e) Other federally-owned and leased vehicles, including those in motor pools or assigned for general use.
- (f) Service vehicles, vehicles used in child care center operations and vehicles of patrons and visitors. (Federal agencies must allocate parking for handicapped visitors whenever an agency's mission requires visitor parking.)
- (g) Private vehicles owned by employees, using spaces not needed for official business.

§ 102-74.290 May Federal agencies allow employees to use parking spaces not required for official needs?

Yes, Federal agencies may allow employees to use parking spaces not required for official needs.

§ 102-74.295 Who determines the number of employee parking spaces for each facility?

The Federal agency buildings manager must determine the total number of spaces available for employee parking. Typically, Federal agencies must make a separate determination for each parking facility. However, in major metropolitan areas, Federal agencies may determine that allocations by zone

would make parking more efficient or more equitably available.

§ 102-74.300 How must space available for employee parking be allocated among occupant agencies?

The Federal agency buildings manager must allocate space available for employee parking among occupant agencies on an equitable basis, such as by allocating such parking in proportion to each agency's share of building space, office space or total employee population, as appropriate. In certain cases, Federal agencies may allow a third party, such as a board composed of representatives of agencies sharing space, to determine proper parking allocations among the occupant agencies.

§ 102-74.305 How must Federal agencies assign available parking spaces to their employees?

Federal agencies must assign available parking spaces to their employees using the following order of priority:

- (a) Severely handicapped employees (see definition in § 102-71.20 of this chapter).
- (b) Executive personnel and persons who work unusual hours.
- (c) Vanpool/carpool vehicles.
- (d) Privately-owned vehicles of occupant agency employees that are regularly used for Government business at least 12 days per month and that qualify for reimbursement of mileage and travel expenses under Government travel regulations.
- (e) Other privately-owned vehicles of employees, on a space-available basis. (In locations where parking allocations are made on a zonal basis, GSA and affected agencies may cooperate to issue additional rules, as appropriate.)

§ 102-74.310 What measures must Federal agencies take to improve the utilization of parking facilities?

Federal agencies must take all feasible measures to improve the utilization of parking facilities, including:

- (a) The conducting of surveys and studies;
- (b) The periodic review of parking space allocations;
- (c) The dissemination of parking information to occupant agencies;
- (d) The implementation of parking incentives that promote ridesharing;
- (e) The use of stack parking practices, where appropriate; and
- (f) The employment of parking management contractors and concessionaires, where appropriate.



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

10/26/2006 03:09 PM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV,

cc

bcc

Subject Parking

Larry - the only parking "clause" I can find is for Whittaker Parking Assoc. and is as follows: "In the event of a security or natural disaster, GSA may require use of the spaces without prior notice. This will be restricted to events that activate the Operating Emergency Plans or COOP Plans."

Carolyn Guy
Realty Program Specialist
Federal Services Branch (6PRE)
816/823-4269
816/823-3571 (FAX)

Debbie McC

TOPEKA FEDERAL PARKING ASSOCIATION

ARTICLE I - Name

The name of the Association shall be the "Topeka Federal Parking Association (TFPA)."

ARTICLE II - Purpose

The purpose of the Association shall be to obtain and assign excess parking space for permanent Federal employees offered in the Frank Carlson Federal Building, 44 SE Quincy St, Topeka, Kansas 66683.

An excess parking space is defined as those spaces available in the building and outside (as of 1997) which are not required by Agencies for Agency paid parking.

Agency Paid Parking is defined as parking required by an Agency and paid to GSA headquarters at the "SLUK" rate. This rate is determined and set by GSA and applies to all Agency paid parking.

ARTICLE III - Membership

Permanent employees of the Federal Government and other entities located in the Federal Building, 444 SE Quincy St, shall be eligible to become voting members of the association upon being assigned a parking space and payment of the appropriate monthly fee to the TFPA.

All officers of the Association shall be voting members.

ARTICLE IV - Voting

X Each agency represented within the membership of the Association shall provide two members to vote for their agency in matters affecting the entire membership.

ARTICLE V - Election

Elections to handle matters affecting the entire membership shall be held as needed. Other administrative questions shall be decided by the Board consisting of the officers. Officers shall be elected as a vacancy occurs. Elected officers consist of the President, Secretary, and Treasurer.

ARTICLE VI - Officers

Officers and their assigned duties are as follows:

President: Serve as the liaison between the Association and GSA, conducts all negotiations with GSA, acts as mediator for any questions/grievances brought to the attention of the Association.

Secretary: Maintains all records of parking, assignments and waiting lists. Handles all requests for Agency paid spaces, ensures that reassignments due to Agency requests be done in an equitable and fair manner. Acts as backup to the Treasurer. Keeps the waiting lists and assigns spots as they become vacant in a fair manner that insures that new employees to the Federal Building are afforded an equal opportunity to parking. Contacts members who are late with payment.

Treasurer: Maintains all monetary records of the Association, including bank statements, balances the checkbook, assures that all moneys are deposited promptly, and GSA is paid the correct amount each month. Acts as backup to the Secretary. Handles all returned checks and collects fees for returned checks as well as the parking fees.

ARTICLE VII - Meetings

X A meeting for the election of officers and such other business as may need to be decided by the membership shall be called by the President or by a petition signed by the voting members of at least five agencies.

not be 5 agencies who don't have

*Bylaws
will have to
be written*

ARTICLE VIII – Agency Representatives

The membership in each agency shall select agency representatives for their agency by any method they choose. Agency representatives for the purpose of calling meetings shall have one vote per agency even though more than one agency representative may be selected per agency.

ARTICLE IX – Power of the Officers

President – Shall act as the chief executive officer of the Association. The President shall have the power to negotiate with GSA for parking space, rate charged, term of licenses and condition of license. The President shall have the power to bind the Association to agreements with GSA or others for parking space, rate, term and condition only upon approval of the negotiation committee.

Secretary – Shall be responsible for keeping membership rosters, correspondence, license, bylaws, minutes of meeting and other official papers. The Secretary shall be responsible for notifying the membership of meetings called by the President and other notices issued to the membership at the direction of the President.

Treasurer – Shall be chief financial officer of the Association responsible for receiving and disbursing parking funds collected by the agency representatives. The Treasurer shall keep or cause to be kept, financial records which shall be audited annually by a person designated by the President.

Vacancies in Office – Vacancies in any office shall be filled by the President, the appointee to serve only until his or her successor is elected or appointed.

ARTICLE X – Dues

Dues, over and above the regular parking fees, shall be collected from time to time as necessary for Association expenses.

ARTICLE XI – Negotiation Committee

A Negotiation Committee shall be selected when deemed necessary by the President. When a Negotiation Committee is called, each agency shall elect one representative to set on the committee. The President of the Association shall chair the committee. The negotiation committee thus constituted shall have the power to approve parking space agreements negotiated by the President or call a special election by the Association members to approve or disapprove such agreements.

ARTICLE XII – Amending Bylaws

Bylaws shall be amended by a majority of the voting members present at the time of the meeting.

ARTICLE XIII – Fee Regulation

Moneys due for parking shall be presented to the Treasurer by the 20th of the month for the following month.

If parking fees are not received by the above-stated date, the Association Secretary or Treasurer shall check with the agency collector to determine if an emergency (unexpected absence) exists in the employee's situation. If an emergency exists, that employee shall be given notice that payment is due immediately upon return to work, but not to exceed seven (7) days. If the payment is not made within seven (7) days, the parking space may be forfeited and that person must move to the bottom of the list if he/she wants to be considered for a future parking assignment.

ARTICLE XIV – Relinquishment of Parking Spaces to GSA

When it is necessary for the Association to relinquish parking spaces to GSA, and there are no vacant spaces, the last person or persons assigned a parking space shall be required to relinquish their space and their name shall be placed at the top of the waiting list.

ARTICLE XV – Assignment of Spaces

Spaces are assigned only to permanent employees working in the Frank Carlson Federal Building, 444 SE Quincy St. An assignment made from the Association's waiting list will be assigned a space in the old "visitor's parking" outside. When a space becomes available inside the building, a person from the outside parking will be moved into the building. Assignment is based on seniority of the parking list. However, since fees for the outside parking are less than inside (presently) the person eligible to move into the building is allowed to remain outside if he/she chooses.

ARTICLE XVI – Waiting Lists

The Secretary shall maintain three (3) waiting lists. When a person first requests to be placed on a waiting list for parking, she/he shall be placed on the waiting list for outside parking. The second list consists of all those employees currently parking in the outside parking areas and the third will be for disabled parking. When a vacancy is to be filled inside the building, the employee outside with the most seniority moves inside and the spot outside is filled from the first list.

Disabled Parking – Assignment of Disability Parking spaces are made in accordance with ADA regulations.

ARTICLE XVII – Fee Regulation

Money due for parking shall be presented to the Treasurer by the 20th of the month for the following month unless the 20th falls on the weekend. In that case it is due Monday after the 20th.

If parking fees are not received by the dates stated above, the Association collector, the Secretary or Treasurer shall determine if an emergency (unexpected absence) exists in that employee's situation. If an emergency exists, that employee shall be given notice that payment is due immediately upon return to work, but not to exceed seven (7) days. If the payment is not made within that period of time and no arrangement has been made with the Secretary or Treasurer, the parking space may be reassigned.

Upon receipt of an insufficient fund check from a parking member, the member has twenty-four (24) hours after notification to give the Treasurer cash for the check or the space automatically reverts to the Association for reassignment.

The Association reserves the right to charge a fee, (no less than \$5) for any or all insufficient fund checks. The member must pay this fee at the time that the regular fee is paid. When a second insufficient fund check is received from a member, the same procedure as above will be followed *except* the member will be *required* to pay future fees in cash thereafter.

ARTICLE XVIII – Car Pooling

Eligibility – Any permanent employee wanting to be considered for a carpool assignment will need to fill out a new carpool application. A carpool is defined as having four (4) or more riders (including the person making the application), *all* of whom must work in the Federal Building, 444 SE Quincy St, Topeka, Kansas.

Assignment of Spaces – Assignment of space will be in one member's name with the names of the riders listed on the application. The carpool with the most members has priority access to parking spaces, in the event that more than one application is received at the same time.

Member Responsibility – A carpool assignment made after October 14, 1983, must maintain no less than three (3) riders in the carpool *all of whom must work at "444."* If any riders in the carpool leaves "444" the remaining riders will be given the opportunity to acquire additional riders on their own but they must maintain three (3) in the carpool, *said riders are given 15 days or next payment, whichever is longer, to acquire additional riders.* If they do not and the number of riders is less than three (3), the carpool space reverts to TFPA to be reassigned. The determination of how many persons are riding in the carpool will be made from the carpool applications submitted each month to the collector through the Agency Representative. If the carpool is reduced to less than three (3) individuals who had been riding, the carpool can have their names put on the singles list, at their request, and will be considered as of the date of their carpool application.

Effective October 14, 1983, a carpool application is required of all carpool applicants and carpool application each month at the time of payment, even those assigned prior to October 14, 1983. This carpool application is certified by the Agency Representative and given to the Collector.

If, on checking a carpool assignment made prior to October 1, 1983, it is determined there are no riders who are employed at "444" other than the driver, the space will be designated as a single spot and upon leaving "444" for any reason the parking space will revert to TFPA for reassignment as a single space. It cannot revert back to a carpool space. This parking space will no longer be considered a carpool to be assumed by any other riders.

ARTICLE XIX - Distribution of Funds upon Dissolution

The accumulated earnings of this Association above the actual or anticipated expenditures that relate to the purpose of the Association shall be devoted exclusively to charitable, educational or recreational purposes of its members. In case of dissolution of the Association, the net assets of the Association shall not inure directly or indirectly to benefit of any person: the net assets, if any, shall be distributed to any similar organization that is a local association devoted exclusively to charitable, educational or recreational purposes.

*
Notes possible



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315862 #

Today's Date	09/14/2009	Number of Pages	10
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	OTHER	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	11	Status/Sub-Version Number	-
Comments : AKS01850-Other-11.pdf Comm Negotiations			

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October 11, 2006

Mr. Tom Luedke
U.S. Attorney's Office
Topeka Federal Parking Association
444 S.E. Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-001

Dear Mr. Luedka:

Enclosed is the signed Supplemental Lease Agreement (SLA) reflecting the terms and conditions negotiated for parking at the Frank Carlson Federal Building & U.S. Courthouse, 444 S.E. Quincy in Topeka, Kansas. The SLA is effective January 1, 2007.

If you have any questions or concerns about the SLA, please feel free to contact me at (816) 823-4269 or by email at carolyn.guy@gsa.gov.

Sincerely,

/s/ Carolyn Guy

Carolyn Guy
Outleasing Program
Federal Services Branch
Public Buildings Service (6PRF)

Enclosure

cc: Official File – 6PRF

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENT
AGREEMENT
Number 1

DATE
October 3, 2006

TO LEASE NUMBER:
GS-06-2002-001

ADDRESS OF PREMISES:
444 S. E. Quincy, Topeka, Kansas 66683

THIS AGREEMENT, made and entered into this date by and between the Topeka Federal Parking Association whose address is 444 S. E. Quincy, Topeka, Kansas 66683 hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant agree that the said Licensee is amended to show monthly rates as: \$37 per outside parking space / \$47 per inside parking space for a term of two years.

PAGE 1 SECTION 5: Maximum Period Covered Twenty-four (24) Months from January 1, 2007, to December 31, 2008.

Paragraph 7 is amended to read: **Monthly payments shall be payable by Lessee to GSA without demand on the first day of each calendar month, and shall contain the outlease contract number (GS-06-2002-001) for identification purposes.** Payment should be sent to:

**GENERAL SERVICES ADMINISTRATION
P.O. BOX 894201
LOS ANGELES, CA 90189-4201**

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

All other terms and conditions of the lease shall remain in force and effect.

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

LESSEE

BY

(b) (6)

(Signature)

President

(Title)

SSN or TAX ID#

N/A

Date Signed:

10/4/06

UNITED STATES OF AMERICA

BY

(b) (6)

BARBARA L. BODINSON, Contracting Officer

(b) (6)

From: Origin ID: (816)823-4269
carolyn guy
General Services Admin
Room 2211
1500 East Bannister Road
Kansas City, MO 64131



Ship Date: 11OCT06
ActWgt: 1 LB
System#: 4301470/INET2500
Account#: S *****

REF: GS-06-2002-001 SLA

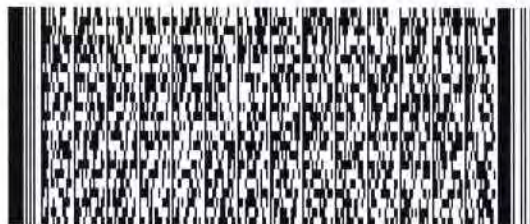


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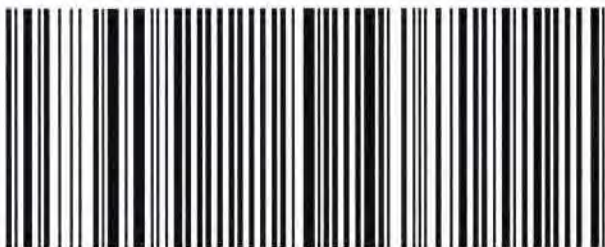
SHIP TO: (785)295-2856

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Tom Luedka
Topeka Fed Parking Association
U.S. Atty's Office
444 S.E. Quincy
Topeka, KS 66683

**PRIORITY OVERNIGHT****THU**Deliver By:
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Topeka Federal Parking Association

444 SE Quincy

Topeka, Kansas 66683

(785) 224-7356

tom.luedke@usdoj.gov (work)

(b) (6)

Ms. Carolyn Guy
Realty Program Specialist
U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Outlease Contract #GS-06-2002-001

Dear Ms. Guy:

Thank you for your response to our counter offer. Enclosed herewith are the contract documents provided. They have been executed on behalf of the Topeka Federal Parking Association. Your response to our counteroffer was eminently reasonable. We appreciate the fact that you share our concern for the security of the federal workers and parking tenants of the Frank Carlson Federal Building and refuse to sacrifice their safety on the alter of "market value." On behalf of the parking tenants I want to thank you for your consideration.

Sincerely,

(b) (6)

Tom Luedke

President

Topeka Federal Parking
Association

October 3, 2006

Mr. Tom Luedka
U.S. Attorney's Office
Topeka Federal Parking Association
444 S.E. Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-001

Dear Mr. Luedka:

This concerns your outlease with the Federal Government for parking located at the Federal Building and Courthouse, 444 S.E. Quincy in Topeka, Kansas, and your recent counteroffer.

Presently, your monthly rates are \$44.50 per outside parking space / \$54.50 per inside parking space.

The offered lower monthly rates are compatible with the 2007 market rates of \$40 per outside parking space / \$53 per inside parking space and are less than your present monthly rates but not as low as your counteroffer. By offering the 2007 rate for a two-year period, we anticipated you could save money over that two-year period as the market rate is set to increase in 2008.

Your counteroffer of \$32.50 per outside parking space / \$45 per inside parking space is less than your original 2001 monthly rate of \$36.50 per outside parking space / \$46.50 per inside parking space, and not something we feel is plausible given the existing market rate.

Understanding your concern for security issues, we can offer a compromise with a monthly rate of \$37 per outside parking space / \$47 per inside parking space for a term of two years with an expiration date of December 31, 2008. All other conditions would remain the same. I am including the required paperwork in hopes that you will accept this offer. If you agree, please provide information as requested, signatures where indicated, and return **all copies** to this office in the enclosed FedEx envelope. We will complete execution of the documents and return a copy to you for your files.

If you have any questions or concerns, please contact me at 816/823-4269 or by email to carolyn.guy@gsa.gov. We look forward to hearing from you.

Sincerely,

/s/ Carolyn Guy

Carolyn Guy
Realty Program Specialist
Federal Realty Services Branch
Realty Services Division
Public Buildings Service (6PRE)

cc: Official File - 6PRE

GSA

PBS | ADS

Appraisal Data System

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Building Profile - Owned Properties

Operations

Building Number: KS0092
Building Name: FRANK CARLSON FB&CT
Address: 444 S.E. QUINCY
City: TOPEKA
State: KS
Zip: 66683-3503

Status: Active
Building Type: General Use
Occupancy Right: Federally Owned
Facility Code: KSZZ
Region: 6

Rentable SF: 192381
Usable SF: 136975
In Parking: 236
Out Parking: 55
R/U Factor: 1.404497171

[View Appraisal](#)

2001

Add Appraisal

Manage Appraisal

Escalate Appraisal

2002

Regional Escalation Factors

Edit Building Profile

Delete Building

Last Modified By: Auto UPDATE on 10/3/2006 6:00 AM

Rates In: Appraisal Rate - Rentable SF / Year \$

Fiscal Year: 2001

FY	R/U Factor	Source	GU Fully Serviced "As Is" Rate	GU Service Rate	GU Unserviced Shell	GU TI Residual Rate	WH Fully Serviced "As Is" Rate	WH Service Rate	WH Unserviced Shell	WH TI Residual Rate	In Parking Rate/Space/Year	Out Parking Rate/Space/Year	
2001	1.518019764	Mkt	\$9.95	\$3.58	\$3.57	\$2.80					\$570.00	\$510.00	View
2002	1.404500000	Esc	\$11.00	\$3.99	\$6.01	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$581.40	\$520.20	View
2003	1.404500000	Mkt	\$12.75	\$5.40	\$6.35	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$456.00	View
2004	1.404500000	Esc	\$13.15	\$5.67	\$6.48	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00	View
2005	1.404500000	Esc	\$13.26	\$5.78	\$6.48	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00	View
2006	1.404500000	Esc	\$13.46	\$5.90	\$7.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00	View
2007	1.404500000	Esc	\$12.79	\$5.61	\$7.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$636.00	\$470.00	View
2008	1.404497171	Mkt	\$12.08	\$4.63	\$7.45	\$0.00					\$684.00	\$540.00	View

From: Origin ID: (816)823-4269
carolyn guy
General Services Admin.
Room 2211
1500 East Bannister Road
Kansas City, MO 64131



Ship Date: 03OCT06
ActWgt: 1 LB
System#: 4301470/INET2500
Account#: S *****

REF: GS-06-2002-001

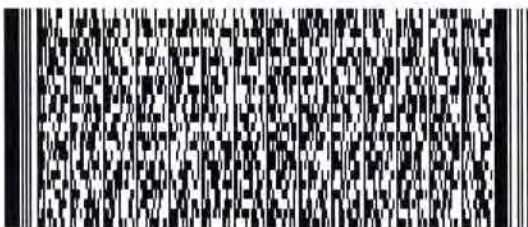


Delivery Address Bar Code

SHIP TO: (785)295-2856

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Tom Luedka
Topeka Fed Parking Association
U.S. Atty's Office
444 S.E. Quincy
Topeka, KS 66683



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TRK# 7911 3594 3800

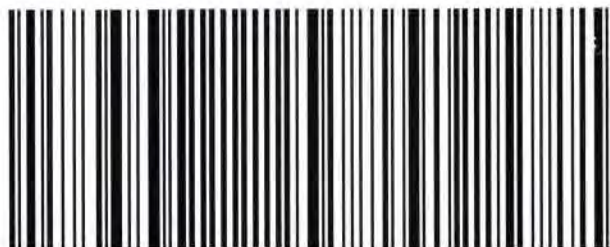
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Tom Luedka
Topeka Fed Parking Association
U.S. Atty's Office
444 S.E. Quincy
Topeka, KS 66683



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System#: 4301470/INET2500
Account#: S *****

REF: GS-06-2002-001



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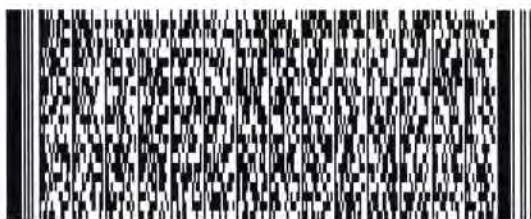


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carolyn guy
General Services Admin.
Room 2211
1500 East Bannister Road
Kansas City, MO 64131



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**FedEx
Returns**

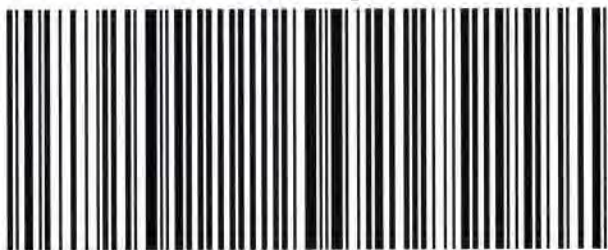
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Topeka Federal Parking Association

444 SE Quincy
Topeka, Kansas 66683
(785) 224-7356

tom.luedke@usdoj.gov (work)

(b) (6)

Ms. Carolyn Guy
Realty Program Specialist
U.S. General Services Administration
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Outlease Contract #GS-06-2002-001

Dear Ms. Guy:

I am in receipt of your letter of June 12, 2006, wherein you propose a two year parking contract renewal at a rate of \$53.00 per inside parking space and \$40.00 per outside space. This represents a small decrease in parking fees from the previous contract period.

As a counteroffer, we would propose a further decrease to \$45.00 per inside parking space and \$32.50 per outside space. We would request the contract period for this rate be four years. We believe this further reduction in the contract rate is in the best interest of the government as well as the employees who park here in the Carlson Federal Building. As I am sure everyone in government service is aware, there has been a marked emphasis on security in federal facilities since the Oklahoma City Bombing in April of 1995. The events of September 11, 2001, only serve to further dramatize the imperative need for security. I am sure you are also aware there was an actual attack on this very courthouse in August of 1993 that resulted in the death of a security guard and injuries to employees and significant damage to the building. The entrance to the parking garage in this building is restricted and manned by a security guard. All of the public entrances are equipped with metal detectors and operated by contract guards from the U.S. Marshal's Service. Surveillance video cameras are everywhere in and around the

building. It is regrettable that such strident security measures are necessary but, unfortunately, this is current state of world in which we live.

I mention these facts only to highlight what a unique position this federal building and the parking facilities therein occupy. Security here is so important that market forces cannot dictate the price that will be paid for parking spaces. It is incomprehensible that the general public would have access to the parking facilities in this building. In fact, there are no public parking spaces associated with this building. To require the federal employees of this building to pay a market rate for parking spaces which could not be leased to anyone else simply ignores the security reality of this building in particular and federal facilities in general.

Lowering the parking rates as we have requested will benefit the government in that they will receive reasonable compensation for space that would otherwise, for security reasons, be producing no income. They also receive a parking tenant population that has been well vetted for security purposes. The General Services Administration would also benefit from the good will engendered by such a reduction in parking fees and the recognition of its commitment to the security and safety of federal employees. Obviously the parking tenant population would benefit from the lower fees.

Please consider this counteroffer and advise me at your earliest convenience whether it is acceptable. I believe we can work together to fashion a contract that will be beneficial to both GSA and the parking tenants of the Carlson Building and one that recognizes the security concerns of the federal work force. If you have any questions please don't hesitate to contact me. Thank you for your cooperation in this matter.

Sincerely

(b) (6)

Tom Luedke

President

Topeka Federal Parking
Association



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

08/10/2006 06:17 AM

To "Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov>@GSAEXTERNAL

cc

bcc

Subject Re: Parking at the Carlson Federal Building

Mr. Luedke - Glad you returned safely. Your contract doesn't expire until December 31, 2006, so you have some time. Let me know when a decision is made. Much thanks -

Carolyn Guy
Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

"Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>



**"Luedke, Tom (USAKS)"
<Tom.Luedke@usdoj.gov
>**

08/09/2006 06:59 AM

To carolyn.guy@gsa.gov

cc

Subject Parking at the Carlson Federal Building

Carolyn,

I recently return from a detail in Iraq so I am getting up to speed on parking matters. I have reviewed your letter of June 12, 2006. I will meet with the officers of the parking association within the next two weeks to discuss the matter and hopefully have an answer for you by the end of August. Thank you for your patience.

Tom Luedke

05-06-2002-001



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**
08/04/2006 03:01 PM

To Sharon A. Brown/6P/Ro6/GSA/GOV
cc DeAnn M. Schuetz/6PMC-K/Ro6/GSA/GOV@GSA
bcc
Subject Re: add'l parking, DHS-FPS, Topeka, KS [📎]

You both handled it perfectly!! I'll make a copy for the outlease file. Thanks so much!!

Sharon A. Brown/6P/Ro6/GSA/GOV



**Sharon A.
Brown/6P/Ro6/GSA/GOV**
08/04/2006 10:13 AM

To DeAnn M. Schuetz/6PMC-K/Ro6/GSA/GOV@GSA
cc Carolyn S. Guy/6PE/Ro6/GSA/GOV@GSA
Subject Re: add'l parking, DHS-FPS, Topeka, KS [📎]

Deann,
Thanks so much!

Carolyn,
I'll be increasing DHS' parking by 1 inside parking space effective 8/1 and updating their OA. Of course, I'll reduce the STAR parking for the outlease. Does that sound OK?

Sharon
816-823-5182
(b) (6) (cell)

DeAnn M. Schuetz/6PMC-K/Ro6/GSA/GOV



**DeAnn M.
Schuetz/6PMC-K/Ro6/GS
A/GOV**
08/04/2006 09:50 AM

To Sharon A. Brown/6P/Ro6/GSA/GOV@GSA
cc Carolyn S. Guy/6PE/Ro6/GSA/GOV@GSA
Subject Re: add'l parking, DHS-FPS, Topeka, KS [📎]

Eff, 8/1/2006, one inside parking space (b) (7)(F) was withdrawn from the Topeka Federal Parking Assn and assigned to the DHS FPS (CBR KS0059431).

DeAnn Schuetz (6PWC-K)
785-295-2506

Sharon A. Brown/6P/Ro6/GSA/GOV



**Sharon A.
Brown/6P/Ro6/GSA/GOV**
06/21/2006 08:24 AM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV@GSA
cc allen.scherr@gsa.gov, deann.schuetz@gsa.gov



**Carolyn S.
Guy/6PE/Ro6/GSA/GOV**

07/21/2006 01:43 PM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV@GSA

cc

bcc Deborah L. McCay/6P/Ro6/GSA/GOV@GSA

Subject Re: Outlease []

Larry - sent a letter of "interest to extend" on June 12 to Tom Luedka. Received an email on July 10 from Cindy Blythe explaining that Mr. Luedka (Parking Assoc President) is on extended assignment and not due back until Sept 2006. Upon his return they will address our proposal and get back with us.

Carolyn Guy
Realty Program Specialist
Tele: 816/823-4269
Fax: 816/926-3571

Deborah L. McCay/6P/Ro6/GSA/GOV



**Deborah L.
McCay/6P/Ro6/GSA/GOV**

07/21/2006 01:36 PM

To Larry D. Pierce/6PWC-K/Ro6/GSA/GOV@GSA

cc Carolyn S. Guy/6PE/Ro6/GSA/GOV@GSA

Subject Re: Outlease []

Larry, Carolyn takes care of the parking, Carolyn?
Larry D. Pierce/6PWC-K/Ro6/GSA/GOV



**Larry D.
Pierce/6PWC-K/Ro6/GSA
/GOV**

07/19/2006 09:18 AM

To Deborah L. McCay/6P/Ro6/GSA/GOV@GSA

cc

Subject Outlease

Debbie,
I'm not sure who is handling this program now.
The outlease with the parking association @ Carlson expires 12/31/06. I'm just checking to see if anything is happening yet.
Thx, Larry



(b) (7)(C)
<(b) (7)(C)@uscg.mil

To carolyn.guy@gsa.gov

cc (b) (7)(C)@uscg.mil>

>

Sent by:

bcc

(b) (7)(C)@uscg.mil

Subject Out lease Contract #GS-06-2002-001

07/10/2006 08:07 AM

Carolyn,

This is in regards to the letter you sent Mr. Tom Luedke regarding the contract for parking at the Frank Carlson Federal Building located at 444 SE Quincy Street, Topeka, Kansas. Mr. Luedke, our Parking Association president, is on an extended assignment and will not be back until probably September 2006. Upon his return, we will address your proposal and get back with you.

The number of parking spaces we have are 94 inside and 47 outside.

(b) (7)(C)

Secretary, Topeka Federal Parking Association
785-339-3678 (work)

June 12, 2006

Mr. Tom Luedka
U.S. Attorney's Office
Topeka Federal Parking Association
444 S.E. Quincy
Topeka, KS 66683

RE: Outlease Contract #GS-06-2002-001

Dear Mr. Luedka:

This is in regard to your outlease with the Federal Government for parking located at the Federal Building and Courthouse, 444 S.E. Quincy in Topeka, Kansas.

Your contract term is schedule to end on December 31, 2006. If you choose, you may renew your Parking License effective January 1, 2007, and extend your License at a monthly rate of \$40 per outside parking space / \$53 per inside parking space for a term of two years with an expiration date of December 31, 2008. All other conditions would remain the same. So we may prepare the required paperwork, please let us know your decision as soon as possible. Also, please confirm that the number of spaces has not change since the inception of this License (101 inside and 47 outside) on January 1, 2002.

If you have any questions about extending your License, please contact me at 816/823-4269 or by email to carolyn.guy@gsa.gov . We look forward to hearing from you.

Sincerely,

/s/ Carolyn Guy

Carolyn Guy
Realty Program Specialist
Federal Realty Services Branch
Public Buildings Service (6PWR)

cc: Official File - 6PWR

From: Origin ID: (816)823-4269
carolyn guy
General Services Admin
Room 2211
1500 East Bannister Road
Kansas City, MO 64131



Ship Date: 12JUN06
ActWgt: 1 LB
System#: 4301470/INET2400
Account#: S *****

REF: GS-06-2002-001



Delivery Address Bar Code

SHIP TO: (785)295-2856

BILL SENDER

Tom Luedka
Topeka Fed Parking Association
U.S. Atty's Office
444 S.E. Quincy
Topeka, KS 66683

PRIORITY OVERNIGHT

TUE

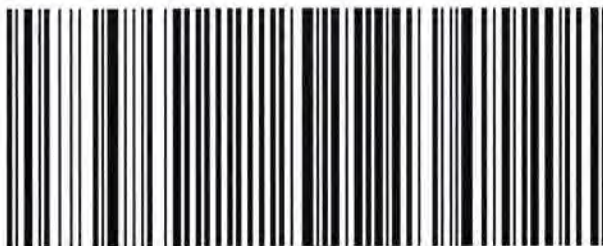
Deliver By:
13JUN06

TRK# 7921 2315 7392

FORM
0201

MCI A2

66683 -KS-US

76 TOPA

Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



**DeAnn M.
Schuetz/6PMC-K/R06/GS
A/GOV**

09/06/2005 01:08 PM

To Carolyn S. Guy/6PE/R06/GSA/GOV@GSA

cc

bcc

Subject Re: Fw: Topeka Post Office and DEA - 4 structured parking spaces 

GSA Outlease for Topeka Federal Parking Assn.: CBR KS0017296

Effective 10/1/05:

Inside/Structured parking spaces: reduce from 98 to 94

Outside/Surface parking spaces: 47 (no change)

DeAnn Schuetz (6PWC-K)
785-295-2506

Carolyn S. Guy/6PE/R06/GSA/GOV



**Carolyn S.
Guy/6PE/R06/GSA/GOV**

09/06/2005 12:52 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA

cc

Subject Fw: Topeka Post Office and DEA - 4 structured parking spaces

Hi DeAnn - so how many spaces then do you show remain with the Employees Assoc?

----- Forwarded by Carolyn S. Guy/6PE/R06/GSA/GOV on 09/06/2005 12:51 PM -----



**Sharon A.
Brown/6P/R06/GSA/GOV**

09/06/2005 10:39 AM

To Carolyn S. Guy/6PE/R06/GSA/GOV

cc

Subject Fw: Topeka Post Office and DEA - 4 structured parking spaces

Carolyn,

We're transferring 4 inside parking spaces from the Employees Association to DEA effective 10/1/05. Please let me know if you need anything else.

Sharon
816-823-5182

----- Forwarded by Sharon A. Brown/6P/R06/GSA/GOV on 09/06/2005 10:37 AM -----



**Larry D.
Pierce/6PWC-K/R06/GSA
/GOV**


09/02/2005 02:57 PM

To DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA

allen.scherr@gsa.gov, Sharon A.

cc Brown/6P/R06/GSA/GOV@GSA, Paula J.

Sloan/6P/R06/GSA/GOV@GSA

Subject Re: Fw: Topeka Post Office and DEA - 4 structured parking spaces 

MEMO TO FILE

Date: 05/12/05

RE: Inconsistency of monthly payments

CBR/Outlease# 6-2002-001

POC: Tom Luedka

Location: Topeka, KS

Phoned regarding inconsistency of monthly payments: has there been a change in the number of spaces since renewal in 2001? Mr. Luedka will check and get back w/me.

Carolyn Guy
Realty Program Specialist
816/823-4269
816/926-1659 (FAX)

(b) (5)



**Carolyn S.
Guy/6PE/R06/GSA/GOV**
05/12/2005 03:00 PM

To Kenneth Bowser/CONTRACTOR/7BC/R07/GSA/GOV
cc
bcc
Subject Re: 6-2002-001/Topeka Federal Parking Assoc.

Implying the number of parking spaces would change regularly....hm-m-m. Yet, the license specifically has a set number of spaces. Don't check anything yet. I think I'll make sure with the POC on the number of spaces since the payment vary so much (from \$8000 to \$6000). Thanks for your help!

Kenneth Bowser/CONTRACTOR/7BC/R07/GSA/GOV



**Kenneth
Bowser/CONTRACTOR/7
BC/R07/GSA/GOV**
05/12/2005 02:57 PM

To Carolyn S. Guy/6PE/R06/GSA/GOV@GSA
cc
Subject Re: 6-2002-001/Topeka Federal Parking Assoc.

Yes they do send in different amounts each month. I'm showing that this lease is a variable lease. How far back do you want on their payment history?

Carolyn S. Guy/6PE/R06/GSA/GOV



**Carolyn S.
Guy/6PE/R06/GSA/GOV**
05/12/2005 02:48 PM

To Kenneth
Bowser/CONTRACTOR/7BC/R07/GSA/GOV@GSA
cc
Subject 6-2002-001/Topeka Federal Parking Assoc.

Hello, Kenneth -

Can you give me the payment history on this, please? Our Financial people show different amounts received each month?!?! Thanks -

me carolyn

Carolyn Guy
Realty Program Specialist
816/823-4269
816/926-1659 (FAX)



GSA Heartland Region

September 17, 2002

Ms. Barbara Edwards
Topeka Federal Parking Association
444 SE Quincy St.
Topeka, KS 66683

Dear Ms. Edwards,

The Heartland Region GSA Regional Office has reorganized. Please update your Monthly Information Sheet mailing address to read:

General Services Administration
Outleasing Program Manager (6PTA)
1500 E. Bannister Road
Kansas City, MO 64131

The address to mail payments to remains unchanged.

If I can be of further assistance, please phone me at (816) 823-5305.

Sincerely,

(b) (6)

Tara VanBibber
Outleasing Program
Portfolio Management Division
Public Buildings Service (6PTA)



Sharon A. Brown

07/02/2002 09:11 AM

To: Tara L. VanBibber/6P/R06/GSA/GOV@GSA

cc:

Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS - future changes

Tara,

Thanks for your note! As we discussed this morning, I'm in the process of taking over this building from Cindy, so please let me know about any future changes. By the way, I'd be happy to input the changes to STAR, so I'll know what kind of follow up correspondence I'll need to do.

Thanks for all your help!

Sharon Brown
Realty Specialist
Federal Realty Services - 6PWR
816-823-5182

Tara L. VanBibber



Tara L. VanBibber

06/21/2002 09:02 AM

To: DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA, Cynthia S.

JacksonKiley/6P/R06/GSA/GOV@GSA

cc: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA, Sharon A.

Brown/6P/R06/GSA/GOV@GSA

Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS

Thank you! I will remove one space from STAR today.

CJK-I will also add the space for US Atty so STAR doesn't show a negative.

Thank you!

Tara

DeAnn M. Schuetz



DeAnn M. Schuetz

06/19/2002 03:48 PM

To: Sharon A. Brown/6P/R06/GSA/GOV@GSA

cc: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA, Tara L.

VanBibber/6P/R06/GSA/GOV@GSA

Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS

Eff. 7/1/02 one inside parking space **(b) (7)(F)**s withdrawn from the GSA Outlease-Topeka Federal Parking Assn.

and assigned as agency-paid to U.S. Attorney.

Agency	CBR	From	To eff. 7/1/02
U.S. Attorney	KS0017288	6	7
GSA Outlease -inside parking	KS0017296	97	96

Larry D. Pierce



Larry D. Pierce

06/19/2002 02:12 PM

To: Sharon A. Brown/6P/R06/GSA/GOV@GSA
cc: DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA, Tara L.
VanBibber/6P/R06/GSA/GOV@GSA
Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS



Sharon,

The procedure is that we take the space away from the parking association (outlease) that handles Gov. employee parking. We then assign that space to the requesting agency. Do you have an effective date for this request? I'm sure the parking association has probably already collected for next months parking. We usually try and make the effective date the first of a month.

Larry

Sharon A. Brown



Sharon A. Brown

06/19/2002 01:55 PM

To: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA
cc:
Subject: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS

Larry,

I just received an SF-81 from Robert Stafford for an additional parking space for the US Attorney. This will be utilized by a government vehicle recently assigned to the USAO.

Are there any spaces available? Please let me know how you want to proceed with this.

Thanks so much!

Sharon Brown
Realty Specialist
Federal Realty Services - 6PWR
816-823-5182



DeAnn M. Schuetz

06/19/2002 03:48 PM

To: Sharon A. Brown/6P/R06/GSA/GOV@GSA
cc: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA, Tara L.
VanBibber/6P/R06/GSA/GOV@GSA
Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS



Eff. 7/1/02 one inside parking space #1007 is withdrawn from the GSA Outlease-Topeka Federal Parking Assn.
and assigned as agency-paid to U.S. Attorney.

Agency	CBR	From	To eff. 7/1/02
U.S. Attorney	KS0017288	6	7
GSA Outlease -inside parking	KS0017296	97	96

*updated
in STAR 6/20/02*

Larry D. Pierce



Larry D. Pierce

06/19/2002 02:12 PM

To: Sharon A. Brown/6P/R06/GSA/GOV@GSA
cc: DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA, Tara L.
VanBibber/6P/R06/GSA/GOV@GSA
Subject: Re: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS



Sharon,
The procedure is that we take the space away from the parking association (outlease) that handles Gov. employee parking. We then assign that space to the requesting agency. Do you have an effective date for this request? I'm sure the parking association has probably already collected for next months parking. We usually try and make the effective date the first of a month.

Larry
Sharon A. Brown



Sharon A. Brown

06/19/2002 01:55 PM

To: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA
cc:
Subject: SF-81, parking space, US Attorney, Carlson Building, Topeka, KS

Larry,
I just received an SF-81 from Robert Stafford for an additional parking space for the US Attorney. This will be utilized by a government vehicle recently assigned to the USAO.

Are there any spaces available? Please let me know how you want to proceed with this.

Thanks so much!

Sharon Brown
Realty Specialist
Federal Realty Services - 6PWR
816-823-5182



Tara L. VanBibber

04/05/2002 12:36
PM

To: Patti Roberts, Matilda G.

Arnaud/CONTRACTOR/7BC/R07/GSA/GOV@GSA

cc:

Subject: more delinquency report info

contract 6-2002-001 - I spoke to the POC for this contract. He is going to make sure the new contract number gets used from here on out. However, he thought that March and/or April's payments may have already been sent with the old number (69016).

contract 6-2000-043 - POC for this contract was going to cut a check today and put it in the mail. The check should cover 11/01, 12/01 and 4/02 payments.

I still have 2 other contracts on my desk that I have calls out on. I will let you know as soon as I know something.

Thank you!

Tara

816-823-5305



Tara L. VanBibber

04/04/2002 08:08
AM

To: Patti Roberts

cc:

Subject: Contract 6-2002-001 from Delinquency Report

Patti,

I will contact the tenant, but could you please check to see if you received payments on contract GSO-9-06-69016. This was the old contract number for 6-2002-001. In trying to determine cause for the delinquency I was reviewing the file and I noticed that they sent me Jan, Feb, and March statements for the old contract number rather than the new one. If you received payment on the old number could you please transfer them to the new number **and let me know that you did receive them.** I will then call the tenant and tell him to switch to the new contract number.

Thank you!
Tara

(b) (5)

(b) (5)

OUTLEASING CONTRACT FILE SUMMARY

Lease No: 95-0-9-06-69016 CBR KS0017296 Bldg # KS0092

Bldg Name Fed Bldg U.S. Courthouse City: Topeka

Barbara Edwards
785-357-3661

Lessee: Topeka Federal Parking Assoc.

Cindy Blythe
357-3678

Leasee P.O.C.: ^{retired} James Byrnes 785-295-2540

Billing Address President, Topeka Federal Parking Association

Room 248, 144 S.E. Quincy, Topeka, KS 66683

Total Annual Rent ?

Monthly Rent ?

2/1/2000 99 inside
48 outside

Effective Date Feb 1, 1997

Expiration Date Dec 31, 2001

Monthly Amount

- 1) Rental income from Govt **owned** space
Space only (0951/421.2) _____
- 2) Rental income from Govt **owned** space with services
Space (0951/421.2) _____
Services (192X/421.3) _____
- 3) Rental income from Govt **leased** space
Services (192X/431.3) _____
- 4) Rental income from **Cooperative Use Act** of 1976, [surplus space with street level access]
Services (192X/431.3) _____
- 5) Rental income from **National Angenna Program**
Services (192X/421.7) _____
- 6) Rental income from **Historical Buildings**
Services (192X/421.5) _____
- 7) **Revocable Licenses** with non-federal tenants (ie. Parking)
Services (192X/490.4) \$6,075
- 8) **Security Deposit** on space Deposit (192X/252.1) _____

Remarks:

Parking 150 spaces @ 40.50 1999
102 covered 48 outside 7/99
42.50 2000
44.50 2001

DATE EXPIRATION NOTIFICATION

Through *Lill McQuinn*
Regional Account Manager:

Agency: *Outlease* *

Location:

CBR:

Shell Expiration Date:

CBR Expiration Date:

Classification of Action (see below-1, 2 or 3):

Current Rate/rsf:

Shell: S

Operating Costs: S

New Rate/rsf:

Shell : S

Operating Costs : S

Building Specific Security/rsf: S

TI Balance: S

R/U Factor:

Copy of current bill attached.

Classification of Action

1. The shell rate has expired and the CBR rate expires before the end of the current fiscal year. The CBR rate should be made to expire at the same time as the shell rate and an OA must be completed (with or without changes to the space).
2. The shell rate has expired and the CBR rate expires before the end of FY2004. A rate increase letter should be sent to the client informing them of the new shell rate. No OA is necessary until the CBR expires.
3. The shell rate has expired and the CBR expires after FY2004. An OA must be completed (with or without changes to the space).

Parking Only

Structured \$570⁰⁰
Surface \$510⁰⁰

Just File

KS0092 144 SE Quincy St Topeka KS
KS 0017296

Dec 2001

Dec 31, 2001

2

As of Date: 03/16/00
As of Time: 09:57:22

GSA - STAR

EXEMPTIONS

Detail Report by: Location for each Exemption Code

Exemption Code: 09 OUTLEASE SPACE

Region: 06 THE HEARTLAND REGION

Billing Period: February, 2000

Real Property ID: KS00
FRANK CARLSON FB&CT
444 S.E. QUINCY
TOPEKA, KS 66603-3503

CBR# KS 0017296

Charge
Basis

Amount
Due

A. Market Rent SubTotal		\$0
-------------------------	--	-----

9. Parking		
a. Structured (number of spaces)	99	\$4,806
b. Surface (number of spaces)	48	\$2,040

B. Agency Rent SubTotal		\$6,846
-------------------------	--	---------

C. Joint Use SubTotal		\$0
-----------------------	--	-----

D. Total Annual Rental (A+B+C)		\$6,846
--------------------------------	--	---------

14. Billing Adjustments & Corrections		
a. Current Year		

E. SubTotal Billing Period Adjustments		\$0
--	--	-----

F. Total Bill (D+E)		\$6,846
---------------------	--	---------

**** END OF REPORT ****



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315866 #

Today's Date	09/14/2009	Number of Pages	5
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	12	Status/Sub-Version Number	
Comments : AKS01850-Other-12.pdf Comm Negotiations			

[Print](#) [Close](#)

January 7, 2002

Mr. Tom Luedka
U.S. Attorney's Office
Topeka Federal Parking Association
444 S.E. Quincy
Topeka, KS 66683

Dear Mr. Luedka:

Enclosed is the original signed License Agreement #6-2002-001, reflecting the terms and conditions negotiated at the Federal Building & U.S. Courthouse, 444 S. E. Quincy, Topeka, KS. The license is effective January 1, 2002.

If I can be of further assistance, please phone me at (816) 823-2258.

Sincerely,

(b) (6)

Steve Ohms
Outleasing Program Manager
Portfolio Management Division
Public Buildings Service (6PTA)

Enclosure

Official File:	6PTA
Reading File:	6PT
	6PMR
	6PMC-K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association

3. ADDRESS

444 S.E. Quincy
Topeka Kansas 66683
785-295-2856

4. PROJECT DESIGNATION AND ADDRESS

Federal Building, U.S. Courthouse
444 S. E. Quincy
Topeka Kansas 66683

5. MAXIMUM PERIOD COVERED

SIXTY (60) Months
FROM 01/01/2002 TO 12/31/2006

6. CONSIDERATION

See paragraph 7 of Special Conditions.

7. DESCRIPTION OF PROPERTY AFFECTED

101 inside and 47 outside parking spaces at the Topeka Federal Building and Courthouse.

8. PURPOSE OF LICENSE

To allow Licensee to rent parking to Federal Employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month

Pages 1 and 2, containing paragraphs 1 through 11, see attached and made a part hereof.

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Topeka Federal Parking Association LICENSEE
DATED <u>1/2/02</u>	ACCEPTED THIS DATE <u>(b) (6)</u>
BY (Signature) <u>(b) (6)</u>	BY (Signature) <u>Thomas G Luedke</u>
PRINTED NAME <u>CINDY JACKSON-Kiley</u>	PRINTED NAME
TITLE <u>Contracting Officer</u>	TITLE <u>President TFPA</u>

(See reverse)

SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Property Management Center Director.
3.
 - a. Either party may cancel its license, or reduce the number of parking spaces, upon five- (5) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.
 - b. Five (5) working days prior to the end of each month, Licensee shall provide to the Property Management Center Director a list of assigned parking spaces for the succeeding month, showing name (Parker), parking space number, decal number, and assignment priority as listed in Paragraph five of the Special Conditions. Assignments may be added at any time during the month by notifying the GSA Property Management Center Director and providing the required information about the additional assignments.
 - c. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Property Management Center Director.
4. Licensor, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to employees and tenants of the Government and vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Persons so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Others.
6. The Property Management Center Director will issue keylock cards prior to parking. Cards may be periodically replaced as determined by the Property Management Center Director.
7. Monthly consideration shall be paid at the rate specified in the Rental Schedule detailed below for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain License Number: 6-2002-001 for identification purposes. All payments are to be paid by check or money order and mailed or delivered to:
General Services Administration
Greater Southwest Finance Center
P.O. Box 845023
Dallas, Texas 75284-5023
on or before the first day of each month.

		Inside Rent/space/month:	Outside Rent/space/month:
Year One	January 1, 2002 – December 31, 2002	\$46.50	\$36.50
Year Two	January 1, 2003 – December 31, 2003	\$48.50	\$38.50
Year Three	January 1, 2004 – December 31, 2004	\$50.50	\$40.50
Year Four	January 1, 2005 – December 31, 2005	\$52.50	\$42.50
Year Five	January 1, 2006 – December 31, 2006	\$54.50	\$44.50

8. In addition to the amount provided for in paragraph seven above, the Licensee may assess an additional \$2.00 per month per space to member of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
9. Each party agrees to reopen negotiations on any term or condition contained herein upon request of the other party.
10. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this license agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.
11. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide establish commercial or selling agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this license without liability, or in its discretion, to require Licensee to pay in addition to the contract price or consideration, the full amount of such commission percentage, brokerage, or contingent fee.

December 21, 2001

Mr. Tom Luedka
U.S. Attorney's Office
Topeka Federal Parking Association
444 S. E. Quincy
Topeka, KS 66683

Dear Mr. Luedka:

Enclosed in triplicate is License # 6-2002-001, reflecting the terms and conditions negotiated for the subject license at the Federal Building & U.S. Courthouse, 444 S. E. Quincy, Topeka, KS. The license is effective January 1, 2002 thru December 31, 2006.

Please execute all copies of the license by providing a signature in the spaces provided; then **return all copies to this office**. We will complete execution of the documents and return a copy to you.

If I can be of further assistance, please phone me at (816) 823-2258.

Sincerely,

(b) (6)

Steve Ohms
Outleasing Program Manager
Portfolio Management Division
Public Buildings Service (6PTA)

Enclosures

Official File:	6PTA
Reading File:	6PT
	6PMR
	6PMC-K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association

3. ADDRESS

444 S.E. QuincyTopeka Kansas 66683785-295-2856

4. PROJECT DESIGNATION AND ADDRESS

Federal Building, U.S. Courthouse

444 S. E. Quincy

Topeka Kansas 66683

5. MAXIMUM PERIOD COVERED

SIXTY (60) Months

FROM

TO

01/01/2002

12/31/2006

6. CONSIDERATION

See paragraph 7 of Special Conditions.

7. DESCRIPTION OF PROPERTY AFFECTED

101 inside and 47 outside parking spaces at the Topeka Federal Building and Courthouse.

8. PURPOSE OF LICENSE

To allow Licensee to rent parking to Federal Employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month

Pages 1 and 2, containing paragraphs 1 through 11, see attached and made a part hereof.

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Topeka Federal Parking Association LICENSEE
DATED	ACCEPTED THIS DATE
BY (Signature)	BY (Signature)
PRINTED NAME	PRINTED NAME
TITLE	TITLE

(See reverse)

II. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of property affected by the License, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to GSA.
- b. **STRUCTURES.** The Licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- d. **SANITARY CONDITIONS.** If this License gives possession of United States property, the Licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the Licensee in the exercise of the privilege granted by this License without the prior written consent of GSA and the express agreement of the Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to Grantor upon demand.
- f. **INDEMNIFICATION.** The Licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of said License.
- g. **OPERATION.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby Licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by the Licensees.
- i. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this License without prior written consent of GSA.
- j. **NONDISCRIMINATION.** The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2). The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the License.
- k. **INSURANCE.** Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas.

SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Property Management Center Director.
3.
 - a. Either party may cancel its license, or reduce the number of parking spaces, upon five- (5) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.
 - b. Five (5) working days prior to the end of each month, Licensee shall provide to the Property Management Center Director a list of assigned parking spaces for the succeeding month, showing name (Parker), parking space number, decal number, and assignment priority as listed in Paragraph five of the Special Conditions. Assignments may be added at any time during the month by notifying the GSA Property Management Center Director and providing the required information about the additional assignments.
 - c. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Property Management Center Director.
4. Licensor, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to employees and tenants of the Government and vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Persons so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Others.
6. The Property Management Center Director will issue keylock cards prior to parking. Cards may be periodically replaced as determined by the Property Management Center Director.
7. Monthly consideration shall be paid at the rate specified in the Rental Schedule detailed below for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain License Number: 6-2002-001 for identification purposes. All payments are to be paid by check or money order and mailed or delivered to:
 General Services Administration
 Greater Southwest Finance Center
 P.O. Box 845023
 Dallas, Texas 75284-5023
 on or before the first day of each month.

		Inside Rent/space/month:	Outside Rent/space/month:
Year One	January 1, 2002 – December 31, 2002	\$46.50	\$36.50
Year Two	January 1, 2003 – December 31, 2003	\$48.50	\$38.50
Year Three	January 1, 2004 – December 31, 2004	\$50.50	\$40.50
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Year Five	January 1, 2006 – December 31, 2006	\$54.50	\$44.50

8. In addition to the amount provided for in paragraph seven above, the Licensee may assess an additional \$2.00 per month per space to member of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
9. Each party agrees to reopen negotiations on any term or condition contained herein upon request of the other party.
10. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this license agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.
11. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide establish commercial or selling agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this license without liability, or in its discretion, to require Licensee to pay in addition to the contract price or consideration, the full amount of such commission percentage, brokerage, or contingent fee.



Larry D. Pierce

12/10/2001 09:46 AM

To: Tara L. VanBibber/6P/R06/GSA/GOV@GSA, DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
cc: Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA, Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Judy G. Loman/6P/R06/GSA/GOV@GSA
Subject: Re: KS0092ZZ - parking

We need to leave the number as it is until the change becomes effective. I'll let DeAnn clarify this but the norm is that we send the Association a letter and copy the RO if it is going to effect RENT.
Tara L. VanBibber



Tara L. VanBibber

12/10/2001 09:25 AM

To: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA
cc: Judy G. Loman/6P/R06/GSA/GOV@GSA, Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA, DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
Subject: Re: KS0092ZZ - parking

Larry,

I am working on the new parking association contract and was wondering how you would like this change incorporated. I created the contract so that your office has control over the number of spaces allocated to the association with a not to exceed number of 101 inside and 47 outside spaces. Would you like me to reduce the number effective Jan. 1, 2002 or would you prefer to leave the contract as is and have them write a letter (a couple of sentences) releasing the 5 spaces when necessary. I am also open to other options.

Please let me know what you would like to do.

Thank you!
Tara

Larry D. Pierce



Larry D. Pierce

12/07/2001 08:50
AM

To: Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Judy G. Loman/6P/R06/GSA/GOV@GSA
cc: Tara L. VanBibber/6P/R06/GSA/GOV@GSA, Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA, DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
Subject: KS0092ZZ - parking

Good morning ladies.

Please put any changes (sent previously) on parking assignments at this location, related to the US Marshal's sallyport, on hold.

1. Per a message from Kirk Alford yesterday, the 10th circuit has approved the USDC request for 4 new spaces instead of 2. This request has been forwarded to the AO. If approved this will reduce the number of new spaces assigned to the US Marshal's service by 2.
2. Per a request from the US Marshal's service, Ken Duncan, occupancy of this area is on hold. They have identified some problems, ingress/egress, and have requested pricing on some additional work. We have issued a modification to our contract but my guess is that it will be a couple of months before this is sorted out (funding and work completion).
3. The big loser in this is the employee parking association. There will be a net loss to them of 5 spaces. We have notified them that the effective date for this change is "on hold".



DeAnn M. Schuetz

11/20/2001 03:28 PM

To: Tara L. VanBibber/6P/R06/GSA/GOV@GSA
cc: Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA, Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Judy G. Loman/6P/R06/GSA/GOV@GSA, Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA
Subject: Re: Topeka Parking Association 

TFPA current assignment is 101 inside and 47 outside parking spaces for their CBR KS0017296. Point-of-contact is Cindy Blythe, U.S. Coast Guard, 785-339-3678. She serves as the USCG Secretary and now Acting President, until another election is scheduled.

Per Larry as of today, pending changes that were to occur 12/1/01 will not happen until 1/1/02.
Larry D. Pierce



Larry D. Pierce

11/19/2001 08:15
AM

To: DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
cc: Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Judy G. Loman/6P/R06/GSA/GOV@GSA, Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA
Subject: Topeka Parking Association

Please provide the number of spaces with the change effective 12/01/01.

I don't believe a new president has been elected.

----- Forwarded by Larry D. Pierce/6PMC-K/R06/GSA/GOV on 11/19/2001 08:14 AM -----



Tara L. VanBibber

11/15/2001 04:11
PM

To: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA
cc:
Subject: Topeka Parking Association

Larry,

As you know the Topeka Parking Association outlease is going to expire at the end of December. Could you please let me know the number of inside and outside spaces the association currently holds (and if that will change soon what the new number of each will be). Could you also let me know who the new president of the association is (if they have elected one yet) and that person's phone number (for the contract file only).

Thank you!
Tara

(b) (5)

THRA - FYI



Larry D. Pierce

10/11/01 12:36 PM

To: Judy G. Loman/6P/R06/GSA/GOV@GSA
cc: Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, DeAnn M.
Schuetz/6PMC-K/R06/GSA/GOV@GSA, Allen D.
Scherr/6PMC-K/R06/GSA/GOV@GSA
Subject: KS0092ZZ

Judy,

The outlease we have in place with the parking association expires this December. I am not sure who is handling the outlease program and if they are aware of this expiration.

Can you check on this?

Thanks, Larry

(b) (5)

CBR RATE INFORMATION FORM

Regional Account Manager:

*Federal Realty
Service Branch*

Date:

6/28/00

Agency:

4787 Outlease Parking

Location:

KS 6692

CBR:

KS 66 17296

Shell Expiration Date:

CBR Expiration Date:

Dec 31, 2001

Action Required:

Outlease parking

Current Rate/rsf:

Shell: \$

Operating Costs: \$

Parking (Annual Rate): \$

*Structured - \$ 570⁰⁰
Surface - 510⁰⁰ yr.*

New Rate/rsf:

Shell: \$

Operating Costs: \$

Parking (Annual Rate): \$

*2001
NO CHANGE*

*Structured - 570⁰⁰
Surface - 510⁰⁰*

These rates will expire:

Building Specific Security/rsf: \$

Antenna: \$

TI Balance: \$

As of (date):

R/U Factor:

Other Pertinent Information About Project or New CBR Term:

Copy of current bill attached. ☒

Asset Manager:

(b) (6)

As of Date: 06/28/00
As of Time: 10:33:04

GSA - STAR

EXEMPTIONS

Detail Report by: Location for each Exemption Code
Exemption Code: 09 OUTLEASE SPACE

Region: 06 THE HEARTLAND REGION

A/B Code: 4787

Billing Period: June, 2000

KS009222
Real Property ID: KS00
FRANK CARLSON FB&CT
444 S.E. QUINCY
TOPEKA, KS 66603-3503

<i>CBR# KS0017296</i>			
<i>18 months remaining</i>			
	Charge Basis		Amount Due
A. Market Rent SubTotal			\$0
9. Parking			
a. Structured (number of spaces)			
b. Surface (number of spaces)			
B. Agency Rent SubTotal			\$6,846
C. Joint Use SubTotal			\$0
D. Total Annual Rental (A+B+C)			\$6,846
14. Billing Adjustments & Corrections			
a. Current Year			
E. SubTotal Billing Period Adjustments			\$0
F. Total Bill (D+E)			\$6,846

**** END OF REPORT ****

DeAnn M. Schuetz

02/04/2000 10:36 AM

To: Mary M. Curtis/6PE/R06/GSA/GOV@GSA
cc: Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA, Deborah M. Munroe/6P/R06/GSA/GOV@GSA

Subject: Topeka FB/USCH parking 

Thank you for your e-mail on 2/2/00 with the great news that the updates have been made and saved for KS0092, FB/USCH, 444 SE Quincy, Topeka, KS. As requested I did get into STAR today and all appears fine. You did ask me to check on the 4 inside parking discrepancy for the Parking Assn CBR KS0017296; I showed 99 and STAR has 103 for inside structured parking. Also Clerk of Bankruptcy CBR KS0017283 had 14 in STAR, but now have 18.

The e-mail below should explain my count of 99. See Item 2. The 4 inside parking for Bankruptcy CBR KS0017283 were withdrawn from Parking Assn CBR KS0017296. That resulted in the Bankruptcy CBR increasing from 14 to 18 and the Parking Assn CBR decreasing from 103 to 99. This change of 4 inside parking spaces was eff 2/1/00.

Many, many thanks.
Larry D. Pierce



Larry D. Pierce
01/13/2000 02:06 PM

To: DeAnn M. Schuetz/6PMC-K/R06/GSA/GOV@GSA
cc: Darrell R. Patnode/6PMC-K/R06/GSA/GOV@GSA, Allen D. Scherr/6PMC-K/R06/GSA/GOV@GSA

Subject: Courts - Parking - Topeka, Kansas City, KS swap and Topeka assignment

----- Forwarded by Larry D. Pierce/6PMC-K/R06/GSA/GOV on 01/13/2000 02:05 PM



Marlene J. White
01/13/2000 12:30 PM

To: Marsha A. Green/6P/R06/GSA/GOV@GSA, Larry D. Pierce/6PMC-K/R06/GSA/GOV@GSA, Cynthia S. JacksonKiley/6P/R06/GSA/GOV@GSA, Billy R. Kelb/6PMC-MN/R06/GSA/GOV@GSA, Margaret L. Hansen/6PEE-M/R06/GSA/GOV@GSA
cc: Deborah M. Munroe/6P/R06/GSA/GOV@GSA, William P. McGowan/6P/R06/GSA/GOV@GSA

Subject: Courts - Parking - Topeka, Kansas City, KS swap and Topeka assignment

Hey guys talk about convoluted, but here goes:

1. Courts want to swap 1 parking space in Wichita for 1 parking space in Kansas City, Kansas

Marsha: Please release 1 parking space from lease Location Code KS1539 - Parking Lease LKS00004, CBR-KS0056956, effective 2/01/00

Bill: Please have 1 surface parking space released from Parking Association, and have available for assignment 2/01/00 to the District Courts

Cindy: Please release 1 surface space from the Parking Association and assign to:
Location Code KS0094 Dole Crths, KC,K
CBR:KS0017303 Dist Courts
Effective 2/01/00

2. Bankruptcy wants 4 inside parking spaces in Topeka - Location code KS0092

Larry: Please have 4 structured parking spaces released from the Parking Association so they can be assign to the Bankruptcy Clerk's office effective 2/01/00

Peggy: Please release 4 structured parking spaces from the Parking Association and assign to:
CBR KS0017283 - Bankruptcy Clerk
Effective 2/01/00

bPMR

December 13, 1999

Mr. Gregg W. Miller
Program Manager
Administrative Office of the Courts
Space and Facilities Division
One Columbus Circle, N.E.
Washington, DC 20544

Dear Mr. Miller;

Your request for four (4) parking spaces in the Frank Carlson Federal Building parking garage/lot in Topeka, Kansas cannot be fulfilled. The General Services Administration (GSA) cannot accept payment for rental of parking spaces through a Reimbursable Work Authorization (RWA) GSA Form 2957. The parking association is designed to accommodate such a request and has an established priority arrangement.

The building parking association would be happy to work with your local Courts staff, and is set up to accept local payment. The point of contact for the parking association is Ms. Cindy Blythe, USCG HRSIC (Room 301), 444 South East Quincy Street, Topeka, KS 66683-3591, telephone 785-357-3678.

If you have any questions, please contact Marlene White on (816) 823-1207.

Sincerely,

William P. McGowan
Court Liaison Officer
Integrated Solutions Branch
Public Buildings Service (6PTI)

December 13, 1999

Cc: Fred Jamison
Clerk of Court
US Courthouse
401 N. Market Street
Wichita, Kansas 67202

Donna Urbam
Deputy in Charge
Frank Carlson Federal Building
444 S.E. Quincy Street
Topeka, Kansas 66683

Larry Pierce 6PMC-K
Debbie Munroe 6PMR
Steve Olms 6PMR



LEONIDAS RALPH MECHAM
Director

ADMINISTRATIVE OFFICE OF THE
UNITED STATES COURTS

CLARENCE A. LEE, JR.
Associate Director

WASHINGTON, D.C. 20544

ROSS EISENMAN
Assistant Director
WILLIAM J. LEHMAN
Deputy Assistant Director
Office of Facilities, Security,
and Administrative Services

July 2, 1999

Mr. William P. McGowan
Court Liaison Officer
General Services Administration
The Heartland Region
1500 East Bannister Road
Kansas City, MO 64131-3088

Dear Mr. McGowan:

The Tenth Circuit Judicial Council has approved four (4) parking spaces in the GSA parking lot at the Federal Building/U.S. Courthouse in Topeka, Kansas. These spaces will be assigned to the Bankruptcy Court and funded by the local court funds.

If you have any questions, please contact me on (202) 502-1363 or my assistant
Ms. Janet Appleton (202) 502-1347.

JUL 5 1999 10:45 PM PST

Sincerely,

(b) (6)

Gregg W. Miller
Program Manager

Enclosures:

cc: Mr. Fred W. Jamison
Mr. Robert J. Hammervold

**U.S. GENERAL SERVICES ADMINISTRATION
HEARTLAND REGION (Kansas, Nebraska, Iowa, Missouri)
Public Buildings Service, Property Management Division**

**Kansas Property Management Center
Frank Carlson Federal Building & U.S. Courthouse
444 SE Quincy, Room 100, Topeka, KS 66683-3566
Larry D. Pierce, Director**

Date: 2/8/99Total No. of Pages
Including Cover: 2

TO:

Name: Bill McNewanFax No.: 816-926-1140

Phone No.: _____

Correspondence Symbol: _____

Location: _____

FROM:

Name: Larry PierceFax No.: (785) 295-2545Phone No.: (785) 295-2500Correspondence Symbol: 6 PMC-KLocation: Topeka, KS

COMMENTS:

Bill,
I am losing this letter in case you can't find
yours that may be "floating around".
Give me a call when you return so I
can explain what this is all about.

(b) (6)



LEONIDAS RALPH MECILAM
Director

CLARENCE A. LEE, JR.
Associate Director

ADMINISTRATIVE OFFICE OF THE
UNITED STATES COURTS

WASHINGTON, D.C. 20544

ROSS EISENMAN
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July 2, 1999

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Court Liaison Officer
General Services Administration
The Heartland Region
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Dear Mr. McGowan:

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If you have any questions, please contact me on (202) 502-1363 or my assistant Ms. Janet Abell on (202) 502-1347.

Sincerely,

(b) (6)

Gregg W. Miller
Program Manager

Enclosures:

cc: Mr. Fred W. Jamison
Mr. Robert J. Hammervold

1999 JUL -7 A 7:51

GSA - PBS
TOPEKA, KS

**Minutes of the Judicial Council
of the Tenth Circuit
June 14, 1999**

On this date the Judicial Council approved the request from Fred W. Jamison, Clerk of the U.S. Bankruptcy Court for the District of Kansas for four additional parking spaces in the GSA parking lot at the Federal Building/U.S. Courthouse at 444 SE Quincy in Topeka, Kansas. These parking spaces will be funded by the Court or paid for by the staff.

Prepared by:

(b) (6)

Architect/Space Manager

The Judicial Council

By:

Robert L. Hoecker
Circuit Executive
Secretary to the Council

(b) (5)

O. A. Planner <i>Replaces Standard Form 81</i>		1. Date 07/01/1999	2. Agency Request No. AO-9-184	Local Court Contact Fred W. Jamison Telephone No. (316) 269-6486		Request Prepared by Janet Abell Telephone No. 202-502-1347	
5. To: General Services Administration Public Buildings Service The Heartland Region 1500 E. Bannister Road Kansas City MO Zip Code 64131				6. From: Agency Administrative Office of the US Courts Space and Facilities Division One Columbus Circle, N.E. Washington, DC 20544 City & State Zip Code			
8. Type of Request		9a. Geographic Service Area		9b. Delineated Area		7. For:	
<input type="checkbox"/> Initial Space <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Continuing Requirements <input type="checkbox"/> Space Reduction		Topeka, KS.		Space is required in the building known as: ks0092zz FRANK CARLSON FB&CT 444 S.E. QUINCY		The U S Bankruptcy Court District of Kansas 1007 JUD BANKRCY CLERK	
10. Term of Occupancy FROM (mo. .yr.) 08/1999 TO (mo. .yr.) Indefinitely		10. No. of Years Firm Term 10		10. Total Number of Personnel to be Housed			
Notes and Special Requirements: The Tenth Circuit Judicial Council has approved (4) four parking spaces to be assigned to the Bankruptcy Court in the GSA parking lot at the Federal Building/U.S. Courthouse in Topeka, KS. These will be local court paid (Sue D'Andrea, Ann Cox, Doug Burnette, and Susan Hill) will be assigned these spaces.				<input checked="" type="checkbox"/> This request complies with the latest edition of the US Courts Design Guide Design Guide Exception			
12. Space Requirements				AGENCY CERTIFICATION I certify that this request is accurate and complete, is for the minimum amount of space required, is in compliance with the FPMR, including all laws and executive orders governing the location of space, and that funds are currently available, and will be requested for payment of rent, moving expenses, telecommunication expenses, and any related reimbursable costs. These funds will be made available pending completion of a certified Occupancy Agreement between the Administrative Office of the United States Courts and GSA.			
General 0 Usable Square Feet Unique 0 Usable Square Feet Warehouse 0 Usable Square Feet Structured Parking 4 Space(s) Surface Parking 0 Space(s)				SIGNATURE (b) (6)		PHONE NO 202-502-1344	
Total Usable Square Feet 0				DATE 7/2/99			
Total Parking Spaces 4				Rogers A. Stewart, Chief Space Management Branch, Space and Facilities Division Administrative Office of the US Courts, Washington, DC 20544			

CBR Details - KS0017296

File Options Status Help

CBR No:	KS0017296	CBR Status:	FINAL	Billing
Corresp Symbol:	6P00	Team Code:	720B	<input checked="" type="radio"/> Old <input type="radio"/> New
Project No:		PBS Assign No:	AKS70354	Prev CBR No:
A/B Code:	4787	A/B Name:	GSA OUTLEASE	
Loc Code:	KS0092	Lease No:		
Space Subsidy				
A/B Code:		A/B Name:		
OA No:		<input type="checkbox"/> OA Received		
Effective Date:	01-Oct-1997	Total Term Months:	24	Term Notification Months:
Expiration Date:	30-Sep-1999	Remaining Months:	6	Last Billed Period:
Description:				

NUM

November 6, 1997

NOTE TO THE FILE: Topeka Parking (Inside versus Outside)

Dennis has been working with Mr. Byrnes, President of the Topeka Parking Association, concerning the permanent relocation of 50 parking spaces from the inside parking garage. This relocation is due to a ramp installed due to security reasons.

Dennis had informed Mr. Byrnes if we reopened negotiations on our outlease to reduce the inside parking and create a rate for outside parking, we would have to renegotiate based on the current market rate. The current rate is \$50 for an inside space and approximately \$25 per outside space. The association is currently paying \$39.25 per inside space. Dennis had informed Mr. Byrnes they were getting a "sweetheart deal" and should not mess with it.

Larry Pierce and I talked about it and decided it was not worth the battle. The monies recouped from 50 parking spaces would not be worth the battle that was ahead of us. The loss of revenue is approximately \$1,050 for two years; or:

50 spaces X \$39.25 = \$ 1,962.50

50 spaces X \$28.75 = - 1,437.50

\$ 525.00 X 2 years =
\$ 1,050.00

In FY2000 or 10/1/99, the new Pricing Policy will be in affect for the Federal Buildings. GSA will have to reopen this outlease to incorporate the new pricing policy. The appraised value is \$42.50 for outside parking and \$47.50 for inside parking. The Parking Association will get a "bulk discount"; however, we will need to renegotiate to come up with a reasonable rate per space. Barbara Lalk will create an amendment to the outlease to state that the 50 outside parking will be \$28.75 per space and Mr. Byrnes will be notified of the upcoming increase due to the Pricing Policy.

Deborah M. Munroe
Contracting Officer

ROUTING SLIP				
Name/Title		Corres Symbol	Received	
			Initial	Date
1.	7BCRP			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Necessary Action		Recommendation	As Requested
For Signature		Comment	See Me
Concurrence		Initial & Return	X Your Info
Approval		Per Conversation	Other

Reply or interim reply	DUE	for signature of
---------------------------	-----	------------------

KS0092

GS-0-9-06-39002--SLA No. 1 extension for 30 days at same rental rate of \$34.50 per space per month. (See attachment)

GS-0-9-06-69016--succeeding lease with step rent beginning at \$36.50 per space per month. (See attachment)

FROM Name/Title	(b) (6)	Corres Symbol 6PEA	Room No
Barbara Lalk Realty Specialist, RSD, PBS		Telephone No. (816) 926-1198	Date 12/26/96

OUTLEASING INFORMATION
FOR R7 ACCOUNTS RECEIVABLE BRANCH (7BCR)

LEASE NO. GS-0-9-06-69016 PRIOR LEASE NO. GS-0-9-06-39002

LESSEE TOPEKA FEDERAL PARKING ASSOCIATION

LOCATION Federal Building BUILDING NO. KS0092ZZ

BUILDING NO. 444 S.E. Quincy Topeka, KS

EFFECTIVE DATE 2/1/97 EXPIRATION DATE 12/31/01

TOTAL MONTHLY RENTAL \$ VARIABLE MASTERCARD VISA

(APPLICATION ATTACHED)
PLEASE INDICATE WHICH OF THE FOLLOWING APPLIES TO THE OUTLEASE:

1) RENTAL INCOME FROM GOVERNMENT - OWNED SPACE ONLY
(0951/421.2) \$

2) RENTAL INCOME FROM GOVERNMENT - OWNED SPACE WITH SERVICES
LEASED TO NON-FEDERAL CLIENTS
SPACE (0951/421.2) \$ 80%
SERVICES (192X/421.2) \$ 20%

3) RENTAL INCOME FROM GOVERNMENT - LEASED SPACE,
OUTLEASED TO NON-FEDERAL CLIENTS
(192X/421.3) \$

4) RENTAL INCOME FROM COOPERATIVE USE ACT OF 1976 SPACE
(SURPLUS SPACE WITH STREET LEVEL ACCESS)
OUTLEASED TO NON-FEDERAL CLIENTS
(192X/431.3) \$

SECURITY DEPOSIT ON SPACE OUTLEASED TO NON-FEDERAL CLIENTS \$

TOTAL AMOUNT TO BE HELD IN SECURITY (192X/252.1) \$

TOTAL AMOUNT TO BE APPLIED TO RENT \$
(SHOW FUNDING ABOVE IF APPLICABLE)

NOTATE MONTH(S) TO BE CREDITED \$

DATE TOTAL

REMARKS:

CONTRACTING OFFICER (b) (6) PHONE 12/23/96

CINDY JACKSON-KILEY

161 Cindy Jackson-Kiley

December 11, 1997

Mr. James Byrnes
President, Topeka Federal Parking Association
144 Southeast Quincy, Room 248
Topeka, Kansas 66603

**Lease Number GS-0-9-06-69016, Topeka Federal Parking
Association, 444 S. E. Quincy, Topeka, Kansas 66683**

Enclosed is your fully executed copy of the succeeding
outlease Lease Agreement Number GS-0-9-06-69016, which is
effective December 1, 1997.

Thank you for your cooperation.

Sincerely,

Deborah M. Munroe
Contracting Officer
Realty Services Division
Public Buildings Services

Enclosure

cc:
Official File - 6PEA
Reading File - 6PEW 6PEWO (Lalk-6PEA)
BLalk: 12/11/97 Xtn: 6-1198

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
Number

DATE

December 11, 2001

TO LICENSE NUMBER:
#0-9-06-69016

ADDRESS OF PREMISES:

Federal Building & U.S. Courthouse

THIS AGREEMENT, made and entered into this date by and between the Topeka Federal Parking Association whose address 144 S.E. Quincy, Room 248, Topeka, KS 66683, hereinafter called the Licensee, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above License.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

The payment address will change effective January 1, 2002.

The NEW address to mail all payments to is::

**GENERAL SERVICES ADMINISTRATION
P.O. BOX 845023
DALLAS, TEXAS 75284-5023**

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LEASEE

BY (b) (6) President TFPA
(Signature) (Title)

IN PRESENCE OF

(b) (6) Treasurer TFPA
(Signature) (Address)

UNITED STATES OF AMERICA

BY (b) (6) Contracting Officer

Supplemental Lease Agreement #2
GS-0-9-06-69016
December 1, 1997

SUPPLEMENTAL LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the TOPEKA FEDERAL PARKING ASSOCIATION, and the UNITED STATES OF AMERICA:

WHEREAS: the parties desire to amend the above lease:

NOW THEREFORE: these parties covenant and agree that effective December 1, 1997, this Lease is amended as follows:

Item 5 of the Revocable License for Non-Federal Use of Real Property is amended to read: Maximum period covered from ~~January 1, 1997~~ to September 30, 1999.

Paragraph 7 under special conditions is amended to read:

Inside parking spaces @ \$36.50 per space per month and outside parking spaces @ \$28.75 per space per month.

7C. Ending date changed from December 31, 1999 to September 30, 1999. Rental rate per space per month remains at \$40.50.

7C, 7D, 7E. Paragraphs are deleted. See Paragraph 12 for explanation

Add Paragraph 7F and 7G as follows:

7F. December 1, 1997-December 31, 1998 outside parking space rate is \$28.75 per space per month.

7G. January 1, 1999-September 30, 1999 rental increases for outside parking space to \$30.75 per space per month.

Paragraph 8 under special conditions is amended as follows:

The Licensee may assess an additional \$2.00 to members of the parking association to cover administrative expenses associated with the management of both inside and outside parking spaces.

Paragraph 12 is added to special conditions to read as follows:

The new Pricing Policy for all Federal Buildings is effective October 1, 1999. A New license agreement will be negotiated based on the "bulk" rate for parking negotiated for Federal Buildings. New negotiations will begin 90 days prior to the expiration date but no later than July 1, 1999.

All other terms and conditions of this Lease remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunder subscribed their names as of the date indicated.

LESSEE: TOPEKA FEDERAL PARKING ASSOCIATION

BY: (b) (6) 12/1/97
DATE

TITLE: President / TFP#

IN THE PRESENCE OF: (b) (6)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY: _____
Contracting Officer
Realty Services

DATE _____

Public Buildings Service



U.S. General Services Administration

Scanning Cover Letter

ELDOC# 2315867 #

Today's Date	09/14/2009	Number of Pages	3
CBR Number	KS0017296	OA Number	AKS01850
Project Number		GSA Associate	Ari E. Langston
Location Code	KS0092	Scanning Associate E-mail Address	ari.langston@gsa.gov
Document Type	Other	Scanning Associate Phone Number	(816) 823-4496 x34496
Version Number	13	Status/Sub-Version Number	
Comments : AKS01850-Other-13.pdf Comm Negotiations			

[Print](#) [Close](#)

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

GS-0-9-06-69016

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association

3. ADDRESS

444 S.E. Quincy
Topeka, Kansas

(b) (6)

4. PROJECT DESIGNATION AND ADDRESS

Federal Building, U. S. Courthouse
444 S. E. Quincy, Topeka, Kansas

5. MAXIMUM PERIOD

FROM Jan 1, 1997 TO Dec. 31, 2001

6. CONSIDERATION

\$ See paragraph 7 of Special Conditions

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit

attached hereto and made a part hereof.)

Parking spaces as designated by the Field Office Manager

8. PURPOSE OF LICENSE

To allow Licensee to rent parking to Federal Employees building tenants.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

Pages 1, 2, and 3, containing paragraphs 1 through 11, see attached and made a part hereof.

That condition(s) No.(s) j. and k.

XXX(were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR

DATED

THIS 23 DAY OF December 1996

LICENSEE

BY (Signature)

ACCEPTED

THIS 10 DAY OF December 1996

BY (Signature)

(b) (6)

(b) (6)

TITLE Contracting Officer

TITLE President

Realty Services Division, PBS

Topeka Federal Parking Association

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then _____ of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

GENERAL SERVICES ADMINISTRATION

(See reverse)

(Signature)

GSA FORM JUL 68 1582

Supplemental Lease Agreement #1
GS-0-9-06-39002
January 1, 1997

SUPPLEMENTAL LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the
TOPEKA FEDERAL PARKING ASSOCIATION, and the UNITED STATES OF
AMERICA:

WHEREAS: the parties desire to amend the above lease:

NOW THEREFORE: these parties covenant and agree that
effective January 1, 1997, this Lease is amended as follows:

Paragraph 3B is amended to read: "...and ending January 31,
1997

All other terms and conditions of this Lease remain in full
force and effect.

IN WITNESS WHEREOF the parties hereto have hereunder
subscribed their names as of the date indicated.

LESSEE: TOPEKA FEDERAL PARKING ASSOCIATION

BY:

(b) (6)

12/10/96
DATE

TITLE:

Pres. T FPA

IN THE PRESENCE OF:

(b) (6)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY:

(b) (6)

Contracting Officer
Realty Services
Public Buildings Service

12-23-96
DATE



Kristin Conway - 6P1PTF <kristin.conway@gsa.gov>

Executed Outlease Agreement GS-06-2002-001

1 message

Kristin Conway - 6P1PTF <kristin.conway@gsa.gov>

Mon, Oct 27, 2014 at 11:09 AM

To: "Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>

Cc: (b) (7)(C) @uscg.mil" <(b) (7)(C) @uscg.mil>, "(b) (7)(C) @uscg.mil" <(b) (7)(C) @uscg.mil>, Jessica Wehling <jessica.wehling@gsa.gov>

Hi Tom,

Attached, for your records, is the executed Revocable License Agreement for your parking at the 444 SE Quincy Carlson Federal Building & Courthouse parking lot in Topeka, Kansas. This agreement is effective 11/01/2014.

If you have any questions, please let me know.

Have a great week!

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Mon, Oct 27, 2014 at 8:01 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

Here is a scanned copy of the license. Do you need me to send the original?

Tom

From: Kristin Conway - 6P1PTF [mailto:kristin.conway@gsa.gov]**Sent:** Thursday, October 23, 2014 3:10 PM**To:** Luedke, Tom (USAKS)**Cc:** Jessica Wehling**Subject:** Re: TFPA: Available Parking Space

Hi Tom,

Attached you will find the amended outlease agreement for your review and signature. This is the addition of 1 structured parking space at the Carlson Federal Building & Courthouse, effective 11/1/2014. Please sign, date, and return to me at your earliest convenience.

If you have any questions, please let me know.

Have a great day!

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Thu, Oct 23, 2014 at 2:51 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

TFPA will be happy to accept parking place (b) (7)(F) into its distinguished list of parking places. Just send me the paperwork and we will close the deal. Thank you!

Tom

From: Kristin Conway - 6P1PTF [mailto:kristin.conway@gsa.gov]

Sent: Wednesday, October 22, 2014 1:39 PM

To: Luedke, Tom (USAKS)

Cc: Edwards, Barbara J CIV; Jessica Wehling

Subject: TFPA: Available Parking Space

Hello Tom & Barbara,

I hope all is well your way! I wanted to reach out to you and let you know there is a structured (inside) parking space that is now available at the Carlson Federal Building & Courthouse and wanted to see if the

parking association was interested in renting the newly vacated space? If your association is interested, I will just need to amend the current outlease to add the additional parking space and will then send to you for signature.

If you have any questions, please let me know.

Have a great day!

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



2014-10-27_GS-06-2002-001_Signed RLA.pdf
907K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06-2002-001

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: November 1, 2014 TO: December 31, 2016
6. CONSIDERATION (\$)	<p>One hundred one (101) Structured Parking Spaces at \$50 per space per month \$5,050 monthly rent to GSA \$60,600 annual rent to GSA</p> <p>Forty seven (47) Surface Parking Spaces at \$35 per space per month \$1,645 monthly rent to GSA \$19,740 annual rent to GSA</p>
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred one (101) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 301511

Los Angeles, CA 90030-1511

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	10-27-2014	ACCEPTED (Month, day, year)	10-27-14
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	Charles McBroom	NAME	Thomas G. Luedke
TITLE	Contracting Officer	TITLE	President, TFPA

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensor.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensor.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensor.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Topeka Federal Parking Assoc: Outlease Contact Number Update

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Tue, Mar 31, 2015 at 10:16 AM

To: "Luedke, Tom (USAKS)" <tom.luedke@usdoj.gov>

Cc: "(b) (7)(C)" <(b) (7)(C)@uscg.mil>, Jessica Wehling <jessica.wehling@gsa.gov>

Hello Tom,

This email is to notify you of an administrative change to outlease number GS-06-2002-001 for the Topeka Federal Parking Association at the Frank Carlson Federal Building & Courthouse in Topeka, Kansas. Effective today, 3/31/2015, your outlease contract number has changed to GS-06P-OKS00027. Please ensure the new contact number is used when making all outlease payments going forward. No other aspects of the outlease contract have been changed. All payments are still due on the 1st of each month to the address listed below or by credit card at pay.gov.

General Services Administration

P.O. Box 301511

Los Angeles, CA 90030-1511

Please contact me if you have any questions regarding this change to your outlease agreement.

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

PLEASE NOTE: GSA offices have relocated to Two Pershing Square, 2300 Main St., Kansas City, MO. 64108. Phone numbers will remain the same.



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Thu, Aug 18, 2016 at 8:23 AM

To: "Luedke, Tom (USAKS)" <tom.luedke@usdoj.gov>

Cc: "(b) (7)(C)" <(b) (7)(C)@uscg.mil>, "(b) (7)(C)" <(b) (7)(C)@uscg.mil> <(b) (7)(C)@uscg.mil>, Allen Scherr - 6PSKA <allen.scherr@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov**2016-08-12_GS-06P-OKS00027_Draft RLA for Signature.pdf**

359K



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>

Wed, Aug 24, 2016 at 2:50 PM

To: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Cc: "(b) (7)(C)"@uscg.mil" <"(b) (7)(C)"@uscg.mil>, "(b) (7)(C)"@uscg.mil" <"(b) (7)(C)"@uscg.mil>, "Rapstine, Jackie (USAKS)" <Jackie.Rapstine@usdoj.gov>

Krisitn,

After thinking this over and talking with other TFPA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Wednesday, August 24, 2016 8:09 AM**To:** Luedke, Tom (USAKS)**Cc:** "(b) (7)(C)"@uscg.mil; "(b) (7)(C)"@uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

We worked with our Regional Appraiser on gathering the market data pertaining to parking in the area around Carlson. As you will be able to see by the attached comparable leased parking write-ups, the security is just an added benefit and no adjustment was made for that; therefore, these rates represent market rates that the general public is currently paying without the added benefit of security. It should be further noted that these market comparables are current and in close proximity to the subject, justifying the updated rates that you are seeing on the outlease agreement.

Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

As I have consistently pointed out to GSA, federal buildings are in a unique position as it relates to parking. The market rate simply does not apply because there is no comparable market. If federal buildings were open to public parking then I would agree that a market rate formulation might be appropriate. However, I would be surprised if any federal building that houses a federal district court is open to public parking. Security threats to federal courthouses are demonstrable. The security environment has only gotten worse. In the nearly 30 years that I have been in this courthouse we have gone from unlimited public parking in the outside lot and no security, to absolutely no public parking, controlled access to all parking lots with an armed security guard posted full time at the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of

health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Thursday, August 18, 2016 8:23 AM
To: Luedke, Tom (USAKS)
Cc: (b) (7)(C) (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling
Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

8/25/2016

GSA.gov Mail - RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Kristin.Conway@gsa.gov



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Wed, Aug 24, 2016 at 8:09 AM

To: "Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>

Cc: "(b) (7)(C)" <(b) (7)(C)@uscg.mil> <(b) (7)(C)@uscg.mil>, "(b) (7)(C)" <(b) (7)(C)@uscg.mil> <(b) (7)(C)@uscg.mil>, "Rapstine, Jackie (USAKS)" <Jackie.Rapstine@usdoj.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Hello Tom,

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If you have any questions, please let me know.

Thanks,

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

[Kristin.Conway@gsa.gov](mailto:kristin.conway@gsa.gov)

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

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the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

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Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Thursday, August 18, 2016 8:23 AM
To: Luedke, Tom (USAKS)
Cc: (b) (7)(C); (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling
Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

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Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov

2 attachments



2016-08-12_GS-06P-OKS00027_Draft RLA for Signature.pdf
359K



Carlson Parking Comps.pdf
1400K



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: Review Needed: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Barbara Jo Schmitt-Cole - 6P2CT <barbara.schmitt-cole@gsa.gov>

Thu, Aug 25, 2016 at 11:41 AM

To: Abbe Godsey - 6P2CTD <abbe.godsey@gsa.gov>, Kelly Juarez <kelly.juarez@gsa.gov>

Cc: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>, Lisa Nelson <lisa.v.nelson@gsa.gov>, Marian Fields - 6P2CTB <marian.fields@gsa.gov>, Kiva Simmons - 6P2CTB <kiva.simmons-lee@gsa.gov>

Thanks, for the heads up. Kelly, for your awareness.

Thanks,

Barbara Jo Schmitt-Cole

Director, Portfolio Management (PT), 6P2CT

2300 Main Street, Kansas City, MO 64108

Office (816)823-4492/Cel (b) (6)

On Thu, Aug 25, 2016 at 9:30 AM, Abbe Godsey - 6P2CTD <abbe.godsey@gsa.gov> wrote:

Good morning Barbara Jo. I wanted to make you aware of a situation we are having with renewing the Topeka Federal Parking Association outlease. The current outlease expires 12/31/16.

In our attempt to renew we gathered appraisal info from Marian as we usually do and it indicated a rate of \$67.45 per space per month for structured parking and \$40 per space per month for surface parking.

Kristin drafted the agreement and sent it to the TFPA for signature. As you can see from the email trail below they are less than happy about the increase as they are currently paying \$50 per space per month for structured and \$35 per space per month for structured.

We looked at it again with Marian's help and suggested a lower rate of \$57.50 structured and \$40 surface. They are still not satisfied and made a counter offer of \$53 per month structured and accepted the \$40 surface.

We believe we should stick to our rate of \$57.50. Some things to note are that there has been no increase in parking since 2010 and the rates are supported by the market as well as the current waiting list for parking at the building.

Because this guy is being such a squeaky wheel I thought it best to let you know what is going on and that we are going to respond with an email that Kristin has drafted (I will send in a separate email) What really blows my mind is that it's all over \$4.50 a month.

Please let us know if you have any questions and Kristin - please jump in if I have left anything out.

Thank you.

Abbe Godsey

Branch Chief | Federal Space Management Branch | Portfolio Management | 6P2CTD

U.S. General Services Administration

Two Pershing Square | 2300 Main Street, 7th Floor | Kansas City, MO 64108

office 816.823.1216 | cell (b) (6) | abbe.godsey@gsa.gov

----- Forwarded message -----

From: **Kristin Conway - 6P2CTD** <kristin.conway@gsa.gov>

Date: Wed, Aug 24, 2016 at 3:28 PM

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: Lisa Nelson - 6P2CTD <lisa.v.nelson@gsa.gov>

Cc: Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Lisa,

I put the rates of \$57.50 for structured and \$40 for surface in the latest agreement, per Marian's follow up email. The parking association has all of the surface parking spaces assigned to them as it is.

Thanks!

—
Kristin Conway

Federal Space Management Specialist
U.S. General Services Administration
Portfolio Division
PBS Heartland Region
(816) 823- 1683 - Office
(b) (6) - Cell
Kristin.Conway@gsa.gov

On Wed, Aug 24, 2016 at 3:25 PM, Lisa Nelson - 6P2CTD <lisa.v.nelson@gsa.gov> wrote:

Hi Kristin. I agree with sticking firm to Marian's appraisal rate of \$67.75 per space per month for inside/structured parking and \$45/per month for outdoor parking. Are there enough spaces outdoor to accommodate someone moving from structured to exterior?

On Wed, Aug 24, 2016 at 3:08 PM, Kristin Conway - 6P2CTD <kristin.conway@gsa.gov> wrote:

Hello,

Please see the email below from the Topeka Federal Parking Association. I still think we should hold firm on the rates we provided as we already have taken off \$10 a month from the FAR appraisal for the structured parking as it is. What are your thoughts?

Thanks,

—
Kristin Conway

Federal Space Management Specialist
U.S. General Services Administration
Portfolio Division
PBS Heartland Region
(816) 823- 1683 - Office
(b) (6) - Cell
Kristin.Conway@gsa.gov

—— Forwarded message ——

From: **Luedke, Tom (USAKS)** <Tom.Luedke@usdoj.gov>

Date: Wed, Aug 24, 2016 at 2:50 PM

Subject: RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Cc: (b) (7)(C) @uscg.mil" <(b) (7)(C) @uscg.mil>, "(b) (7)(C) @uscg.mil" <(b) (7)(C) @uscg.mil>, "Rapstine, Jackie (USAKS)" <Jackie.Rapstine@usdoj.gov>

Krisitn,

After thinking this over and talking with other TFPA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant

degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Wednesday, August 24, 2016 8:09 AM
To: Luedke, Tom (USAKS)
Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling
Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

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Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

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Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 18, 2016 8:23 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

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Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

—
[Lisa V. Nelson | Senior Space Management Specialist](#)
[Federal Space Management Branch \(6P2CTD\)](#)
[GSA Public Building Services](#)
[4300 Goodfellow Blvd., Bldg. 107](#)
[St. Louis, MO 63120-1703](#)
[Office 314.538.2017 | Cell \(b\) \(6\)](#)
lisa.v.nelson@gsa.gov





Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: TPFA Response Email

1 message

Lisa Nelson - 6P2CTD <lisa.v.nelson@gsa.gov>

Thu, Aug 25, 2016 at 10:17 AM

To: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Cc: Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Kristin - Well done!

On Thu, Aug 25, 2016 at 8:20 AM, Kristin Conway - 6P2CTD <kristin.conway@gsa.gov> wrote:

Hello,

Here is the response I drafted to send back to the Topeka Parking Assoc at Carlson. Please feel free to add/remove anything and if you agree, I will send to the customer.

Thanks!

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

Attached you will find the outlease agreement reflecting the rates that are listed above for your signature if your association would like to continue parking at the Carlson Federal Building & Courthouse after the 12/31/16. A signed copy via email will work just fine. If you have any questions, please feel free to reach out to me at (b) (6)

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: Review Needed: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Kiva Simmons - 6P2CTB <kiva.simmons-lee@gsa.gov>

Thu, Aug 25, 2016 at 9:37 AM

To: Abbe Godsey - 6P2CTD <abbe.godsey@gsa.gov>

Cc: "Barbara Schmitt-Cole (6P2PGH)" <barbara.schmitt-cole@gsa.gov>, Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>, Lisa Nelson <lisa.v.nelson@gsa.gov>, Marian Fields - 6P2CTB <marian.fields@gsa.gov>

Good morning,

I am also in agreement with the rates Marian proposed.

Kiva M. Simmons-Lee

Branch Chief

Realty Policy & Analysis (6P2CTB) | Portfolio Management Division

General Services Administration Public Buildings Service

2 Pershing Square | 2300 Main Street | KC, MO 64108

(o) 816.823.1219 | (c) (b) (6) | kiva.simmons-lee@gsa.govOn Thu, Aug 25, 2016 at 9:30 AM, Abbe Godsey - 6P2CTD <abbe.godsey@gsa.gov> wrote:

Good morning Barbara Jo. I wanted to make you aware of a situation we are having with renewing the Topeka Federal Parking Association outlease. The current outlease expires 12/31/16.

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Kristin drafted the agreement and sent it to the TFPA for signature. As you can see from the email trail below they are less than happy about the increase as they are currently paying \$50 per space per month for structured and \$35 per space per month for structured.

We looked at it again with Marian's help and suggested a lower rate of \$57.50 structured and \$40 surface. They are still not satisfied and made a counter offer of \$53 per month structured and accepted the \$40 surface.

We believe we should stick to our rate of \$57.50. Some things to note are that there has been no increase in parking since 2010 and the rates are supported by the market as well as the current waiting list for parking at the building.

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Please let us know if you have any questions and Kristin - please jump in if I have left anything out.

Thank you.

Abbe Godsey

Branch Chief | Federal Space Management Branch | Portfolio Management | 6P2CTD

U.S. General Services Administration

Two Pershing Square | 2300 Main Street, 7th Floor | Kansas City, MO 64108

office 816.823.1216 | cell (b) (6) | abbe.godsey@gsa.gov

—— Forwarded message ——

From: **Kristin Conway - 6P2CTD** <kristin.conway@gsa.gov>

Date: Wed, Aug 24, 2016 at 3:28 PM

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: Lisa Nelson - 6P2CTD <lisa.v.nelson@gsa.gov>

Cc: Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Lisa,

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Thanks!

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Wed, Aug 24, 2016 at 3:25 PM, Lisa Nelson - 6P2CTD <lisa.v.nelson@gsa.gov> wrote:

Hi Kristin. I agree with sticking firm to Marian's appraisal rate of \$67.75 per space per month for inside/structured parking and \$45/per month for outdoor parking. Are there enough spaces outdoor to accommodate someone moving from structured to exterior?

On Wed, Aug 24, 2016 at 3:08 PM, Kristin Conway - 6P2CTD <kristin.conway@gsa.gov> wrote:

Hello,

Please see the email below from the Topeka Federal Parking Association. I still think we should hold firm on the rates we provided as we already have taken off \$10 a month from the FAR appraisal for the structured parking as it is. What are your thoughts?

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

—— Forwarded message ——

From: **Luedke, Tom (USAKS)** <Tom.Luedke@usdoj.gov>

Date: Wed, Aug 24, 2016 at 2:50 PM

Subject: RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Cc: "(b) (7)(C) @uscg.mil" <(b) (7)(C) @uscg.mil>, "(b) (7)(C) @uscg.mil"

<(b) (7)(C) @uscg.mil>, "Rapstine, Jackie (USAKS)" <Jackie.Rapstine@usdoj.gov>

Krisitn,

After thinking this over and talking with other TFPA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Wednesday, August 24, 2016 8:09 AM
To: Luedke, Tom (USAKS)
Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling
Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

We worked with our Regional Appraiser on gathering the market data pertaining to parking in the area around Carlson. As you will be able to see by the attached comparable leased parking write-ups, the security is just an added benefit and no adjustment was made for that; therefore, these rates represent market rates that the general public is currently paying without the added benefit of security. It should be further noted that these market comparables are current and in close proximity to the subject, justifying the updated rates that you are seeing on the outlease agreement.

Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

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Kristin Conway

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On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

As I have consistently pointed out to GSA, federal buildings are in a unique position as it relates to parking. The market rate simply does not apply because there is no comparable market. If federal buildings were open to public parking then I would agree that a market rate formulation might be appropriate. However, I would be surprised if any federal building that houses a federal district court is open to public parking. Security threats to federal courthouses are demonstrable. The security environment has only gotten worse. In the nearly 30 years that I have been in this courthouse we have gone from unlimited public parking in the outside lot and no security, to absolutely no public parking, controlled access to all parking lots with an armed security guard posted full time at the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Thursday, August 18, 2016 8:23 AM
To: Luedke, Tom (USAKS)
Cc: Medlin, Candice D CIV; (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling
Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov

—

[Lisa V. Nelson | Senior Space Management Specialist](#)

Federal Space Management Branch (6P2CTD)
GSA Public Building Services
4300 Goodfellow Blvd., Bldg. 107
St. Louis, MO 63120-1703
Office 314.538.2017 | Cell (b) (6)
lisa.v.nelson@gsa.gov



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Thu, Aug 25, 2016 at 1:04 PM

To: "Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>

Cc: "Cindy.R.Blythe@uscg.mil" <Cindy.R.Blythe@uscg.mil>, "Candice.D.Medlin@uscg.mil" <Candice.D.Medlin@uscg.mil>, "Rapstine, Jackie (USAKS)" <Jackie.Rapstine@usdoj.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>, Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

Attached you will find the outlease agreement reflecting the rates that are listed above for your signature if your association would like to continue parking at the Carlson Federal Building & Courthouse after 12/31/16. A signed copy via email will work just fine. If you have any questions, please feel free to reach out to me at (b) (6)

Thank you,

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[Kristin.Conway@gsa.gov](mailto:kristin.conway@gsa.gov)

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Krisitn,

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From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Wednesday, August 24, 2016 8:09 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling

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Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Thursday, August 18, 2016 8:23 AM
To: Luedke, Tom (USAKS)
Cc: Medlin, Candice D CIV; (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling
Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

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Please let me know if you have any questions.

Thank you,

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Kristin Conway

Federal Space Management Specialist

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Portfolio Division

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Kristin.Conway@gsa.gov

 **2016-08-12_GS-06P-OKS00027_Draft RLA for Signature.pdf**
359K



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Fri, Aug 26, 2016 at 9:58 AM

To: "Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov>

Cc: Allen Scherr - 6PSKA <allen.scherr@gsa.gov>, Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>

Bcc: Marian Fields - 6P1PT <marian.fields@gsa.gov>

Tom,

In real estate, everything comes down to location and after that it comes down to supply and demand. The outside parking is cheaper at Dole, but the office rental rate is much higher. The communities are different. In Topeka, partially due to being the State Capitol, there is a generous supply of office space which tends to result in lower cost per square foot, but a great demand for parking which drives the market higher. In Kansas City, Kansas there is more available parking with lower demand but less available office with higher demand. Consequently, parking is cheaper, but office rates are higher. In Wichita both the office rates and outside parking rates tend to mirror more those of Topeka, but again it is a different market with different demands. In Kansas City, Missouri, the Whittaker Courthouse, which is fewer than 10 miles from the Dole Courthouse, the outside parking is \$65 per month and the inside parking is \$100 per month.

I also checked with our Field Office, and GSA has spent \$63,275.93 on the parking garage in the past two years. This includes repairs, striping, cleaning, and replacement of the worn out garage doors.

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

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[Kristin.Conway@gsa.gov](mailto:kristin.conway@gsa.gov)

On Fri, Aug 26, 2016 at 7:50 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

So parking is cheaper in Kansas City? Does that take into account the security? The Dole Courthouse is in an area where security might be at a premium. Comparing the markets for courthouse parking would seem more like comparing apples to apples.

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Friday, August 26, 2016 7:47 AM**To:** Luedke, Tom (USAKS)**Cc:** Abbe Godsey - 6P1PTF; Jessica Wehling; Lisa Nelson - 6P1PTF**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

The reason for the difference is due to the Dole Courthouse being in a different market than Carlson. The appraisal for Kansas City, KS is different than that of Topeka, KS.

Thanks,

—

Kristin Conway

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Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:34 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

I was advised that outside parking at the Dole Courthouse is only \$21.mo. What accounts for the difference?

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 25, 2016 1:04 PM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Abbe Godsey - 6P1PTF; Jessica Wehling

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Kristin Conway

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Kristin.Conway@gsa.gov



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>

Mon, Oct 31, 2016 at 11:30 AM

To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

Cc: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>, Allen Scherr - 6PSKA <allen.scherr@gsa.gov>, Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>, "(b) (7)(C)"@uscg.mil" <"(b) (7)(C)"@uscg.mil>, "(b) (7)(C)"@uscg.mil" <"(b) (7)(C)"@uscg.mil>

Hi Jessica,

It's a deal. We will accept the two year term. Thank you for your assistance in this matter. Although I would have liked keep to the same amount I realize that it hasn't gone up since 2008. I appreciate the fair consideration the parking association has received from GSA.

Tom

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]**Sent:** Monday, October 31, 2016 11:26 AM**To:** Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>**Cc:** Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>; Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>; "(b) (7)(C)"@uscg.mil; "(b) (7)(C)"@uscg.mil**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

We agree to your \$55/month per space for indoor spaces and \$40/month per space for outdoor spaces. However, we cannot agree to a four year term, but can do a two year term.

Please let me know if you agree and I will get an agreement over to you for signature.

Thank you,

Jessica Wehling**Federal Space Management Specialist****Portfolio Division****U.S. General Services Administration**

PBS Heartland Region

Office: 816.823.4481

Cell: (b) (6)

jessica.wehling@gsa.gov

On Fri, Oct 21, 2016 at 7:02 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

The Parking Association has been busy canvassing the parking possibilities in the area. There are 43 outside spaces to the direct northeast of the building for lease for \$30.00 month. Other outdoor possibilities exist such as the county lot across the street to the east. Some parkers have expressed interest in these outdoor spaces, even at the expense of moving from the indoor parking in this building. Adding these additional spots, and others, has the very real possibility of reducing the demand for expensive indoor parking. Rather than tackle the administrative burden of acquiring and administering these additional parking spaces, we have decided to make one last attempt to renegotiate the present contract with GSA. The Parking Association proposes to pay \$55.00/month for indoor spaces and \$40.00/month for outdoor spaces and would request a four year contract term. The proposed terms offer a reasonable increase in parking rates for GSA as compared to the economic situation of many federal employees. Additionally, as I have said before, the only reasonable market for these spaces is the market represented by federal employees. The market is not what these spaces could be rented for by the general public because they cannot be rented to the general public. Additionally, I am informed that other offsite agencies, in particular the Veterans Administration located in Townsite Plaza, receives their parking free. It would be interesting to know how many federal employees in the city of Topeka actually pay for their parking.

We would appreciate your thoughtful consideration of this proposal. In the past GSA has been very reasonable with the parking rate increases, all things considered. I hope this trend will continued. Please advise me at your earliest convenience as to GSA's amenability to this proposal. Thank you for your attention to this matter.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Friday, August 26, 2016 9:58 AM

To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>

Cc: Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Jessica Wehling <jessica.wehling@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

In real estate, everything comes down to location and after that it comes down to supply and demand. The outside parking is cheaper at Dole, but the office rental rate is much higher. The communities are different. In Topeka, partially due to being the State Capitol, there is a generous supply of office space which tends to result in lower cost per square

foot, but a great demand for parking which drives the market higher. In Kansas City, Kansas there is more available parking with lower demand but less available office with higher demand. Consequently, parking is cheaper, but office rates are higher. In Wichita both the office rates and outside parking rates tend to mirror more those of Topeka, but again it is a different market with different demands. In Kansas City, Missouri, the Whittaker Courthouse, which is fewer than 10 miles from the Dole Courthouse, the outside parking is \$65 per month and the inside parking is \$100 per month.

I also checked with our Field Office, and GSA has spent \$63,275.93 on the parking garage in the past two years. This includes repairs, striping, cleaning, and replacement of the worn out garage doors.

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:50 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

So parking is cheaper in Kansas City? Does that take into account the security? The Dole Courthouse is in an area where security might be at a premium. Comparing the markets for courthouse parking would seem more like comparing apples to apples.

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Friday, August 26, 2016 7:47 AM

To: Luedke, Tom (USAKS)

Cc: Abbe Godsey - 6P1PTF; Jessica Wehling; Lisa Nelson - 6P1PTF

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

The reason for the difference is due to the Dole Courthouse being in a different market than Carlson. The appraisal for Kansas City, KS is different than that of Topeka, KS.

Thanks,

—
Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:34 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

I was advised that outside parking at the Dole Courthouse is only \$21.mo. What accounts for the difference?

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 25, 2016 1:04 PM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Abbe Godsey - 6P1PTF; Jessica Wehling

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

Attached you will find the outlease agreement reflecting the rates that are listed above for your signature if your association would like to continue parking at the Carlson Federal Building & Courthouse after 12/31/16. A signed copy via email will work just fine. If you have any questions, please feel free to reach out to me at (b) (6)

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Wed, Aug 24, 2016 at 2:50 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Krisitn,

After thinking this over and talking with other TFPFA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Wednesday, August 24, 2016 8:09 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

We worked with our Regional Appraiser on gathering the market data pertaining to parking in the area around Carlson. As you will be able to see by the attached comparable leased parking write-ups, the security is just an added benefit and no adjustment was made for that; therefore, these rates represent market rates that the general public is currently paying without the added benefit of security. It should be further noted that these market comparables are current and in close proximity to the subject, justifying the updated rates that you are seeing on the outlease agreement.

Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

As I have consistently pointed out to GSA, federal buildings are in a unique position as it relates to parking. The market rate simply does not apply because there is no comparable market. If federal buildings were open to public parking then I would agree that a market rate formulation might be appropriate. However, I would be surprised if any federal building that houses a federal district court is open to public parking. Security threats to federal courthouses are demonstrable. The security environment has only gotten worse. In the nearly 30 years that I have been in this courthouse we have gone from unlimited public parking in the outside lot and no security, to absolutely no public parking, controlled access to all parking lots with an armed security guard posted full time at the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are

well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Thursday, August 18, 2016 8:23 AM
To: Luedke, Tom (USAKS)
Cc: Medlin, Candice D CIV; (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling
Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: January 1, 2017 TO: December 31, 2018
6. CONSIDERATION (\$)	One hundred one (101) Structured Parking Spaces at \$55 per space per month \$5,555 monthly rent to GSA \$66,660 annual rent to GSA Forty seven (47) Surface Parking Spaces at \$40 per space per month \$1,880 monthly rent to GSA \$22,560 annual rent to GSA
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred one (101) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 301511

Los Angeles, CA 90030-1511

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) _____ was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	<u>11/22/16</u>	ACCEPTED (Month, day, year)	<u>11-9-16</u>
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	<u>Lisa Nelson</u>	NAME	<u>Thomas G. Luedke</u>
TITLE	<u>Contracting Officer</u>	TITLE	<u>President Topeka Federal Parking Association</u>

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensor.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensor.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensor.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on January 1, 2017, and terminate on December 31, 2018. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: January 1, 2017 TO: December 31, 2018
6. CONSIDERATION (\$)	One hundred one (101) Structured Parking Spaces at \$55 per space per month \$5,555 monthly rent to GSA \$66,660 annual rent to GSA Forty seven (47) Surface Parking Spaces at \$40 per space per month \$1,880 monthly rent to GSA \$22,560 annual rent to GSA
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred one (101) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 301511

Los Angeles, CA 90030-1511

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) _____ was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	11/22/16	ACCEPTED (Month, day, year)	11-9-16
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	Lisa Nelson	NAME	Thomas G. Luedke
TITLE	Contracting Officer	TITLE	President Topeka Federal Parking Association

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensor.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensor.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensor.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on January 1, 2017, and terminate on December 31, 2018. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.



Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Executed Outlease Agreement: GS-06P-OKS00027

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Wed, Nov 30, 2016 at 12:06 PM

To: "Luedke, Tom (USAKS)" <tom.luedke@usdoj.gov>

Cc: Jessica Wehling <jessica.wehling@gsa.gov>, Patricia Heppermann <patricia.heppermann@gsa.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>

Hi Tom,

Attached, for your records, is the executed Revocable License Agreement for your parking at the 444 SE Quincy Frank Carlson Federal Building and Courthouse parking lot in Topeka, Kansas. This agreement is effective 1/1/2017.

If you have any questions, please let me know.

Have a great day!

Thanks,

—

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov



2016-11-07_GS-06P-OKS00027_Fully Executed RLA.pdf

932K

FW Non-DoD Source Require A Parking Spot From The Parking Association
From: Blythe, Cindy R CIV
Sent: Thursday, February 23, 2017 11:23 AM
To: Medlin, Candice D CIV
Subject: FW: [Non-DoD Source] Require A Parking Spot From The Parking Association

Candice,

Here is the written notice where GSA requested TFPA return one parking space.

Cindy

-----Original Message-----

From: Allen Scherr - 6P1SWKA [mailto:allen.scherr@gsa.gov]
Sent: Tuesday, November 01, 2016 11:20 AM
To: Blythe, Cindy R CIV
Cc: Jessica Wehling; Luedke, Tom (USAKS)
Subject: Re: [Non-DoD Source] Require A Parking Spot From The Parking Association

Thank you Cindy.

Respectfully

Allen Scherr
Property Manager, Kansas Office
U. S. General Services Administration
Office 785.295.2505 Cell (b) (6)
Fax 785.295.2545

On Tue, Nov 1, 2016 at 11:12 AM, (b) (7)(C) CIV (b) (7)(C) @uscg.mil > wrote:

Allen,

Effective 1 December, TFPA will return space 2141 to GSA. Candice Medlin, TFPA Treasurer, will make the decrease in the contracted amount for the returned space and note the new number of parking spaces TFPA has leased.

(b) (7)(C)
TFPA Secretary

-----Original Message-----

From: Allen Scherr - 6P1SWKA [mailto:allen.scherr@gsa.gov]
Sent: Tuesday, November 01, 2016 9:31 AM
To: (b) (7)(C)
Cc: Jessica Wehling; Luedke, Tom (USAKS)
Subject: [Non-DoD Source] Require A Parking Spot From The Parking Association

Hello Cindy/Tom,

The (b) (7)(F) office has requested an agency paid parking spot and will need to take one from the Topeka Parking Association. Effective Dec. 1 they will be parking there. Please provide us with the parking spot number you are returning. Thank you.

FW Non-DoD Source Require A Parking Spot From The Parking Association

Respectfully

Allen Scherr
Property Manager, Kansas Office
U. S. General Services Administration
Office 785. 295. 2505 Cell (b) (6)
Fax 785. 295. 2545

FW Non-DoD Source Require A Parking Spot From The Parking Association (1)
From: Blythe, Cindy R CIV
Sent: Thursday, February 23, 2017 11:23 AM
To: Medlin, Candice D CIV
Subject: FW: [Non-DoD Source] Require A Parking Spot From The Parking Association

Candice,

Here is the written notice where GSA requested TFPA return one parking space.

Cindy

-----Original Message-----

From: Allen Scherr - 6P1SWKA [mailto:allen.scherr@gsa.gov]
Sent: Tuesday, November 01, 2016 11:20 AM
To: (b) (7)(C)
Cc: Jessica Wehling; Luedke, Tom (USAKS)
Subject: Re: [Non-DoD Source] Require A Parking Spot From The Parking Association

Thank you Cindy.

Respectfully

Allen Scherr
Property Manager, Kansas Office
U. S. General Services Administration
Office 785.295.2505 Cell (b) (6)
Fax 785.295.2545

On Tue, Nov 1, 2016 at 11:12 AM, (b) (7)(C) CIV (b) (7)(C)@uscg.mil > wrote:

Allen,

Effective 1 December, TFPA will return space 2141 to GSA. Candice Medlin, TFPA Treasurer, will make the decrease in the contracted amount for the returned space and note the new number of parking spaces TFPA has leased.

Cindy Renee' Blythe
TFPA Secretary

-----Original Message-----

From: Allen Scherr - 6P1SWKA [mailto:allen.scherr@gsa.gov]
Sent: Tuesday, November 01, 2016 9:31 AM
To: (b) (7)(C)

(b) (7)(C); Luedke, Tom (USAKS)

Subject: [Non-DoD Source] Require A Parking Spot From The Parking Association

Hello Cindy/Tom,

The (b) (7)(F) office has requested an agency paid parking spot and will need to take one from the Topeka Parking Association. Effective Dec. 1 they will be parking there. Please provide us with the parking spot number you are returning. Thank you.

FW Non-DoD Source Require A Parking Spot From The Parking Association (1)

Respectfully

Allen Scherr
Property Manager, Kansas Office
U. S. General Services Administration
Office 785. 295. 2505 Cell (b) (6)
Fax 785. 295. 2545



Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

Medlin, Candice D CIV <(b) (7)(C)@uscg.mil>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>
Cc: (b) (7)(C) /" <(b) (7)(C)@uscg.mil>

Thu, Feb 23, 2017 at 11:36 AM

Hi Jessica,

Attached is an email string showing that effective 1 December 2016, the TFPA gave up one inside parking spot, per GSA request. Therefore, we reduced our inside number to 100.

For January, we paid for 100 spaces inside at the rate of \$55.00 and 47 spaces outside at the rate of \$40.00 each, for a total of \$7,380.00. I was a little late on the payment. It was made on 10 January 2017.

Thanks,
Candie

—Original Message—

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Thursday, February 23, 2017 10:19 AM
To: (b) (7)(C)
Subject: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Candice,

I went into the file to review your Outlease Agreement and your total bill for January should have been \$7,435 (101 inside parking spaces at \$55/space and 47 outside parking spaces at \$40/space), just as the bill states. Can you please tell me the amount of your payment that you sent for January and also let me know if it was sent on time? Lastly, can you confirm that 101 inside parking spaces and 47 outside spaces is what you are actually utilizing as stated on the signed Outlease Agreement (attached).

I am trying to figure out all of the fees and the discrepancy and in order to do that the requested information will help me figure it out. There is always a possibility of error in our Finance department.

Thanks!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481
Cell: (b) (6)
jessica.wehling@gsa.gov

On Wed, Feb 22, 2017 at 10:28 AM, (b) (7)(C) <(b) (7)(C)@uscg.mil> wrote:

Hi Jessica,

I received Kristin's out of office message. If you could help me with this, I would sure appreciate it.

Thanks,
Candie

—Original Message—

From: (b) (7)(C)
Sent: Wednesday, February 22, 2017 10:06 AM

2/27/2017

GSA.gov Mail - RE: [Non-DoD Source] Re: FW: Delinquency Notice

To: Kristin Conway - 6P2CTD

Cc: (b) (7)(C)

Subject: Delinquency Notice

Hi Kristin,

Could you look into this for me. I think maybe the difference is the one inside parking space that we had to give back to GSA in December.

Thanks,

Candie



FW Non-DoD Source Require A Parking Spot From The Parking Association.txt

2K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. ~~GS-06-2002-001~~ (b) (6)
GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: March 1, 2017 TO: December 31, 2018
6. CONSIDERATION (\$)	One hundred (100) Structured Parking Spaces at \$55 per space per month \$5,500 monthly rent to GSA \$66,000 annual rent to GSA Forty seven (47) Surface Parking Spaces at \$40 per space per month \$1,880 monthly rent to GSA \$22,560 annual rent to GSA
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred (100) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 301511

Los Angeles, CA 90030-1511

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	2/28/2017	ACCEPTED (Month, day, year)	2-28-17
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	Charles McBroom	NAME	Thomas G. Luedke
TITLE	Contracting Officer	TITLE	President, TFPA

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensors.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensors.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensors and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensors upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensors.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensors.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensors.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensors.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensors may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensors.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensors.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the Licensors. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on March 1, 2017, and terminate on December 31, 2018. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: January 1, 2019 TO: December 31, 2019
6. CONSIDERATION (\$)	One hundred (100) Structured Parking Spaces at \$55 per space per month \$5,500 monthly rent to GSA \$66,000 annual rent to GSA Forty seven (47) Surface Parking Spaces at \$40 per space per month \$1,880 monthly rent to GSA \$22,560 annual rent to GSA
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred (100) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06P-OKS00027

The preferred method of payment is to use www.pay.gov, but payment may also be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 301511

Los Angeles, CA 90030-1511

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	12-20-2018	ACCEPTED (Month, day, year)	12/19/18
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	Charley McBroon	NAME	Valerie Beam
TITLE	Contracting Officer	TITLE	TFPA President

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensors.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensors.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensors and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensors upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensors.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensors.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensors.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensors.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensors may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensors.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensors.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the Licensors. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on January 1, 2019, and terminate on December 31, 2019. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.



Patricia Heppermann - 6PRF-C <patricia.heppermann@gsa.gov>

For your records: AMO01486 V26 Final OA_KS0092 Topeka KS

1 message

Patricia Heppermann - 6PRF-C <patricia.heppermann@gsa.gov>

Wed, May 1, 2019 at 11:14 AM

To: genevieve.humphreys-uebel@usdoj.gov

Cc: Jessica Wehling <jessica.wehling@gsa.gov>, Patricia Heppermann - 6PRF-C <patricia.heppermann@gsa.gov>

Genevieve,

Attached is the Final Occupancy Agreement (OA) # AKS01486 version #26 for the (b) (7)(F) parking located at the Frank Carlson Federal Building and Courthouse in Topeka, KS (KS0092). This OA documents a continuing occupancy effective 10/01/2019.

The OA term has been updated to 120 months with a new expiration date of 10/01/2029. PBS has transitioned to 10-year levelized rate appraisals, and the parking term has been extended for an additional 10 years or through the remainder of this OA's term, whichever occurs first, at new appraised rates per GSA PBS Pricing Policy. A signature is not required on this action, and the OA is provided for notification purposes only.

The following items have changed since the last OA:

- * 10 Year levelized rate
- * The OA effective date is 10/01/2019
- * The OA expiration date is 09/30/2029

If you have any questions, please let me know.

Thanks,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Office: 816.823.4481

Cell: (b) (6)

jessica.wehling@gsa.gov**2019-04-24_AKS01486_V26_FinalOA.pdf**
490K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: January 1, 2020 TO: August 31, 2020
6. CONSIDERATION (\$)	<p>Eighty seven (87) Structured Parking Spaces at \$55 per space per month \$4,785 monthly rent to GSA \$57,420 annual rent to GSA</p> <p>Thirty five (34) Surface Parking Spaces at \$40 per space per month \$1,360 monthly rent to GSA \$16,320 annual rent to GSA</p>
7. DESCRIPTION OF PROPERTY AFFECTED	Eighty seven (87) inside structured parking spaces & thirty four (34) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06P-OKS00027

The preferred method of payment is to use www.pay.gov, but payment may also be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 6200-28

Portland, OR 97228-6200

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	12-9-2019	ACCEPTED (Month, day, year)	12/5/19
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
NAME	Charles M. Brown	NAME	Valerie Beam
TITLE	Contracting Officer	TITLE	President, TFPA

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensor.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensor.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensor.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on January 1, 2020, and terminate on August 31, 2020. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO. GS-06P-OKS00027

A revocable license affecting the property described and for the purpose below is hereby granted to the license herein named, subject to all of the condition, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	Topeka Federal Parking Association (TFPA)
3. ADDRESS	444 SE Quincy, Topeka, KS 66683
4. PROJECT DESIGNATION AND ADDRESS	Frank Carlson Federal Building & Courthouse, 444 SE Quincy, Topeka, KS 66683
5. MAXIMUM PERIOD COVERED	FROM: October 1, 2020 TO: December 31, 2022
6. CONSIDERATION (\$)	<p>One hundred (100) Structured Parking Spaces at \$58 per space per month \$5,800 monthly rent to GSA \$69,600 annual rent to GSA</p> <p>Forty seven (47) Surface Parking Spaces at \$45 per space per month \$2,115 monthly rent to GSA \$25,380 annual rent to GSA</p>
7. DESCRIPTION OF PROPERTY AFFECTED	One hundred (100) inside structured parking spaces & forty seven (47) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, KS
8. PURPOSE OF LICENSE	To provide parking

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

10. SPECIAL CONDITIONS

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06P-OKS00027

The preferred method of payment is to use www.pay.gov, but payment may also be sent to:

GENERAL SERVICES ADMINISTRATION

P.O. Box 6200-28

Portland, OR 97228-6200

This agreement may be terminated with 30 days written notice by the GSA or Licensee

That condition(s) No.(s) _____ was(were) deleted before the execution of this license.

AGENCY LICENSOR		LICENSEE	
DATED (Month, day, year)	12-9-2019	ACCEPTED (Month, day, year)	12/5/19
BY (Sign)	(b) (6)		(b) (6)
NAME	Charles McBraden	NAME	Valerie Beam
TITLE	Contracting Officer	TITLE	President, TFPA

11. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property an installation or structure of any kind or character, except such as are specifically authorized herein.
- c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to Licensor.
- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by Licensor.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.
- n. **VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of Licensor.
- o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.
- p. The term of this Lease shall commence on September 1, 2020, and terminate on December 31, 2023. Upon expiration of the term of the Lease, any occupancy by Lessee will be deemed a month-to-month tenancy, with 30 day termination rights by either party. All prior agreements for Premises shall terminate upon commencement.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building & Courthouse
444 SE Quincy Topeka KS 66683

5. MAXIMUM PERIOD COVERED

FROM

TO

12/1/2020

12/31/2020

6. CONSIDERATION (\$100 Structured Parking Spaces at \$58/space per month & 46 Surface Parking Spaces at \$45/space per month \$7,870 monthly rent or \$94,440 annual rent to GSA

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

One hundred (100) inside structured parking spaces & forty six (46) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, Kansas.

8. PURPOSE OF LICENSE

To provide parking.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's agreement.~~

II. GENERAL CONDITIONS (see back page)**That condition(s) Number(s)****was (were) deleted before the execution of this license.****GENERAL SERVICES ADMINISTRATION LICENSOR****LICENSEE**

DATED (Month, Day, Year) 11/16/2020

ACCEPTED (Month, Day, Year)

11/16/2020

BY (Signature)

DocuSigned by:

Charles McBroom

BY (Signature)

DocuSigned by:

Valerie Beam

NAME

Charles McBroom

NAME

Valerie Beam

TITLE

Contracting Officer

TITLE

If Licensee is a Corporation, the following Certificate of Licensee must be executed. *Para Tega USAO/President TFPA***CERTIFICATE OF CORPORATE LICENSEE**

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

Certificate Of Completion

Envelope Id: 905BC8B9922A469F9DC504A3961E410C	Status: Completed
Subject: Please DocuSign: 2020-11-09_GS-06P-OKS00419_AKS02109_Draft RLA for Signature.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Wehling
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	jessica.wehling@gsa.gov
	IP Address: 159.142.71.5

Record Tracking

Status: Original	Holder: Jessica Wehling	Location: DocuSign
11/10/2020 8:00:51 PM	jessica.wehling@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Valerie Beam		Sent: 11/10/2020 8:03:07 PM
Valerie.Beam@usdoj.gov		Viewed: 11/10/2020 8:14:21 PM
Paralega USAO/President TFPA		Signed: 11/16/2020 1:54:16 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Freeform Signing
	Using IP Address: 149.101.1.116	

Electronic Record and Signature Disclosure:

Accepted: 11/10/2020 8:14:21 PM
ID: 1596b3eb-80cd-4068-9573-0ca5ba2d9ddc

Charles McBroom		Sent: 11/16/2020 1:54:18 PM
charles.mcbroom@gsa.gov		Viewed: 11/16/2020 2:17:43 PM
Contracting Officer		Signed: 11/16/2020 2:18:45 PM
US General Services Administration	Signature Adoption: Pre-selected Style	Freeform Signing
Security Level: Email, Account Authentication (None)	Using IP Address: 174.30.78.18	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2020 8:03:07 PM
Certified Delivered	Security Checked	11/16/2020 2:17:43 PM
Signing Complete	Security Checked	11/16/2020 2:18:45 PM
Completed	Security Checked	11/16/2020 2:18:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building & Courthouse
444 SE Quincy Topeka KS 66683

5. MAXIMUM PERIOD COVERED

FROM

TO

12-1-2021

12-31-2021

6. CONSIDERATION (\$) 100 Structured Parking Spaces at \$58/space per month & 40 Surface Parking Spaces at \$45/space per month
\$7,600 monthly rent or \$91,200 annual rent to GSA

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

One hundred (100) inside structured parking spaces & forty (40) outside surface parking spaces at the Frank Carlson
Federal Building & Courthouse in Topeka, Kansas.

8. PURPOSE OF LICENSE

To provide parking.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's of agreement.~~

II. GENERAL CONDITIONS (see back page)**That condition(s) Number(s)****was (were) deleted before the execution of this license.****GENERAL SERVICES ADMINISTRATION LICENSOR****LICENSEE**

DATED (Month, Day, Year) 11/25/2020

ACCEPTED (Month, Day, Year) 11/25/2020

BY (Signature)

DocuSigned by:

Charles McBroom

BY (Signature)

DocuSigned by:

Valerie Beam

E5A0F8DBDFAC4BF...

NAME

Charles McBroom

NAME

valerie Beam

TITLE

Contracting Officer

TITLE

Paralega USAO/President TFPA

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE Topeka Federal Parking Association (TFPA)		3. ADDRESS 444 SE Quincy Topeka, KS 66683	
4. PROJECT DESIGNATION AND ADDRESS Frank Carlson Federal Building & Courthouse 444 SE Quincy Topeka KS 66683		5. MAXIMUM PERIOD COVERED FROM 1/1/2021 TO 12/31/2022	
6. CONSIDERATION (\$) 100 Structured Parking Spaces at \$58/space per month & 38 Surface Parking Spaces at \$45/space per month \$7,510 monthly rent or \$90,120 annual rent to GSA			
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.) One hundred (100) inside structured parking spaces & thirty-eight (38) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, Kansas.			
8. PURPOSE OF LICENSE To provide parking.			

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

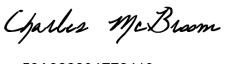

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's agreement.~~

II. GENERAL CONDITIONS (see back page)

That condition(s) Number(s) _____ was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE	
DATED (Month, Day, Year)	1/14/2021	ACCEPTED (Month, Day, Year)	1/13/2021
BY (Signature)	DocuSigned by:  53A322204F72449...	BY (Signature)	DocuSigned by:  E5A0F8DBDFAC4BF...
NAME	Charles McBroom	NAME	Valerie Beam
TITLE	Contracting Officer	TITLE	Paralega USAO/President TFPA

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER
TITLE OF CERTIFIER
NAME OF LICENSE SIGNER
TITLE OF LICENSE SIGNER
SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building & Courthouse
444 SE Quincy Topeka KS 66683

5. MAXIMUM PERIOD COVERED

FROM

3.1.2021

TO

12.31.2021

6. CONSIDERATION (\$100 Structured Parking Spaces at \$58/space per month & 37 Surface Parking Spaces at \$45/space per month \$7,465 monthly rent or \$89,580 annual rent to GSA

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

One hundred (100) inside structured parking spaces & thirty-seven (37) outside surface parking spaces at the Frank Carlson Federal Building & Courthouse in Topeka, Kansas.

8. PURPOSE OF LICENSE

To provide parking.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's agreement.~~

II. GENERAL CONDITIONS (see back page)**That condition(s) Number(s)****was (were) deleted before the execution of this license.****GENERAL SERVICES ADMINISTRATION LICENSOR****LICENSEE**

DATED (Month, Day, Year)

2/23/2021

ACCEPTED (Month, Day, Year)

2/23/2021

BY (Signature)

DocuSigned by:

Charles McBroom

53A322204F72419...

BY (Signature)

DocuSigned by:

Valerie Beam

E5A0F8DBDFAC4BF...

NAME

Charles McBroom

NAME

valerie beam

TITLE

Contracting Officer

TITLE

Paralega USAO/President TFPA

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

Certificate Of Completion

Envelope Id: A5380B7B884548F49421F1BAE5E5397D	Status: Completed
Subject: Please DocuSign: 2021-03-01_GS-06P-OKS00419_AKS02109_DraftRLAforSignature.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Wehling
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	jessica.wehling@gsa.gov
	IP Address: 159.142.31.89

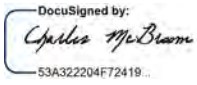
Record Tracking

Status: Original 2/23/2021 6:58:16 PM	Holder: Jessica Wehling jessica.wehling@gsa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Valerie Beam Valerie.Beam@usdoj.gov Paralega USAO/President TFPA Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 149.101.1.116	Sent: 2/23/2021 7:00:53 PM Viewed: 2/23/2021 7:25:06 PM Signed: 2/23/2021 7:26:00 PM Freeform Signing

Electronic Record and Signature Disclosure:
Accepted: 2/23/2021 7:25:06 PM
ID: 5795c086-ce5b-4d74-81a9-0200829a0da7

Charles McBroom charles.mcbroom@gsa.gov Contracting Officer US General Services Administration Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.30.59.45	Sent: 2/23/2021 7:26:02 PM Viewed: 2/23/2021 7:33:47 PM Signed: 2/23/2021 7:34:27 PM Freeform Signing
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2021 7:00:53 PM
Certified Delivered	Security Checked	2/23/2021 7:33:47 PM
Signing Complete	Security Checked	2/23/2021 7:34:27 PM
Completed	Security Checked	2/23/2021 7:34:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building & Courthouse
444 SE Quincy Topeka KS 66683

5. MAXIMUM PERIOD COVERED

FROM

4/1/2021

TO

12/31/2021

6. CONSIDERATION (\$) 100 Structured Parking Spaces at \$58/space per month & 36 Surface Parking Spaces at \$45/space per month
\$7,420 monthly rent or \$89,040 annual rent to GSA

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

One hundred (100) inside structured parking spaces & thirty-six (36) outside surface parking spaces at the Frank Carlson
Federal Building & Courthouse in Topeka, Kansas.

8. PURPOSE OF LICENSE

To provide parking.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's of agreement.~~

II. GENERAL CONDITIONS (see back page)**That condition(s) Number(s)****was (were) deleted before the execution of this license.****GENERAL SERVICES ADMINISTRATION LICENSOR****LICENSEE**

DATED (Month, Day, Year) 3/25/2021

ACCEPTED (Month, Day, Year) 3/25/2021

BY (Signature)

DocuSigned by:

Charles McBroom

BY (Signature)

DocuSigned by:

Valerie Beam

NAME

Charles McBroom

NAME

Valerie Beam

TITLE

Contracting Officer

TITLE

Paralega USAO/President TFPA

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

Certificate Of Completion

Envelope Id: 9FD30297F16241C191D57AE7CB152FFB	Status: Completed
Subject: Please DocuSign: 2021-04-01_GS-06P-OKS00419_AKS02109_DraftRLAforSignature.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Wehling
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	jessica.wehling@gsa.gov
	IP Address: 159.142.0.110

Record Tracking

Status: Original	Holder: Jessica Wehling	Location: DocuSign
3/25/2021 5:25:59 PM	jessica.wehling@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Valerie Beam		Sent: 3/25/2021 5:27:28 PM
Valerie.Beam@usdoj.gov		Viewed: 3/25/2021 7:42:02 PM
Paralega USAO/President TFPA		Signed: 3/25/2021 7:42:34 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Freeform Signing
	Using IP Address: 149.101.1.115	

Electronic Record and Signature Disclosure:

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ID: 5309ca0c-2fff-4022-b210-18820364e912

Charles McBroom		Sent: 3/25/2021 7:42:36 PM
charles.mcBroom@gsa.gov		Viewed: 3/25/2021 9:10:24 PM
Contracting Officer		Signed: 3/25/2021 9:11:02 PM
US General Services Administration	Signature Adoption: Pre-selected Style	Freeform Signing
Security Level: Email, Account Authentication (None)	Using IP Address: 159.142.71.4	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/25/2021 9:10:24 PM
Signing Complete	Security Checked	3/25/2021 9:11:02 PM
Completed	Security Checked	3/25/2021 9:11:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NUMBER
GS-06P-OKS00419

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building & Courthouse
444 SE Quincy Topeka KS 66683

5. MAXIMUM PERIOD COVERED

FROM

July 1/1/2021

TO

202212-31

6. CONSIDERATION (\$) 100 Structured Parking Spaces at \$58/space per month & 41 Surface Parking Spaces at \$45/space per month
\$7,645 monthly rent or \$91,740 annual rent to GSA

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

One hundred (100) inside structured parking spaces & forty-one (41) outside surface parking spaces at the Frank Carlson
Federal Building & Courthouse in Topeka, Kansas.

8. PURPOSE OF LICENSE

To provide parking.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Monthly payment shall be payable to Licensee to GSA without demand on the first day of each calendar month, and shall contain the following Licence number for identification purposes: GS-06P-OKS00419

The preferred method of payment is to use www.pay.gov, but payment may also be sent to: GENERAL SERVICES ADMINISTRATION, P.O. Box 6200-28, Portland, OR 97228-6200.

This agreement may be terminated with 30 days written notice by the GSA or the Licensee.

~~month prior to when the change should be effective. Any changes made after the 15th will be reflected on the next month's agreement.~~

II. GENERAL CONDITIONS (see back page)**That condition(s) Number(s)****was (were) deleted before the execution of this license.****GENERAL SERVICES ADMINISTRATION LICENSOR****LICENSEE**

DATED (Month, Day, Year)

7/7/2021

ACCEPTED (Month, Day, Year)

7/7/2021

BY (Signature)

DocuSigned by:



53A322204E72419...

BY (Signature)

DocuSigned by:



E5A0F8DBDFAC4BF...

NAME

Charles McBroom

NAME

Valerie Beam

TITLE

Contracting Officer

TITLE

Paralega USAO/President TFPA

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

D. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

F. INDEMNIFICATION. The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

G. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

H. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

I. NOTICE. Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

J. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

L. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

M. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

O. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT. The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Frank Carlson Building Parking

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Cc: "allen.scherr@gsa.gov" <allen.scherr@gsa.gov>

Mon, Mar 22, 2021 at 1:33 PM

Good Afternoon Jessica-

I just found out last Thursday (3/18) that someone in our office had resigned the prior Friday (3/12). This employee was TFPA member. We tried to fill the spot but have been unsuccessful so we are going to have to give up that spot (#2024). My question is since I am giving you notice after the 15th does the TFPA need to pay for that space?

Thank you

Valerie Beam



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Frank Carlson Parking

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>

Tue, Feb 9, 2021 at 9:10 AM

To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>, "allen.scherr@gsa.gov" <allen.scherr@gsa.gov>

We are losing yet another outdoor parking space #2009.

Thank you

Valerie



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Fwd: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Allen Scherr - 6P1SWKA <allen.scherr@gsa.gov>

Wed, Dec 19, 2018 at 7:26 AM

To: "Cervantez, Margarita" <Margarita.Cervantez@uscg.mil>, "Myers, Valerie (USAKS)" <Valerie.Myers@usdoj.gov>

Cc: Jessica Wehling <jessica.wehling@gsa.gov>

Good morning Margarita and Valerie, I'm forwarding this email regarding the parking association outlease. I'm not sure what your titles are so I'm copying you both. Merry Christmas.

Respectfully

Allen Scherr
Property Manager, Kansas Office
U.S. General Services Administration
Office 785.295.2505 Cell (b) (6)
Fax 785.295.2545

----- Forwarded message -----

From: **Jessica Wehling - 6P2CTD** <jessica.wehling@gsa.gov>

Date: Tue, Dec 18, 2018 at 10:49 AM

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: <Tom.Luedke@usdoj.gov>

Cc: <(b) (7)(C)@uscg.mil>, <allen.scherr@gsa.gov>

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2018. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The rates are remaining the same as the previous agreement at \$55 per space per month for inside/structured parking and \$40 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2019 and the expiration date being 12/31/2020.

Please let me know if you have any questions or concerns. If you plan to renew, please sign and return ASAP.

Thank you,

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Phone: (b) (6)
jessica.wehling@gsa.gov

**2018-12-18_GS-06-2002-001_AKS01850_TFPA_RLA for Signature.pdf**

144K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

GSA Parking Payment - November 2017

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
Cc: "(b) (7)(C) @uscg.mil>

Thu, Nov 16, 2017 at 11:38 AM

Hi Jessica,
Another month is almost over. The November parking payment has been made.

Wishing you and your family a very Happy Thanksgiving!

Thanks,
Candie



TOPEKA FEDERAL PARKING ASSOCIATIONNov2017.doc
25K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

GSA Parking Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Thu, Aug 3, 2017 at 10:43 AM

Hi Jessica,
I made the August payment this morning.

I hope you can get out enjoy this beautiful weather we are having.

Have a great weekend.

Thanks,
Candie



TOPEKA FEDERAL PARKING ASSOCIATIONAug2017.doc
24K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

GSA Parking Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Tue, Sep 26, 2017 at 12:04 PM

Hi Jessica,
Sorry, I am so late getting this out.

I hope you get a chance to enjoy this great fall weather coming up!

Thanks,
Candie



TOPEKA FEDERAL PARKING ASSOCIATIONSep2017.doc
24K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

July Parking Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Tue, Jul 6, 2021 at 5:35 PM

Hi Jessica,

July payment has been made.

Thanks,

Candie



July 2021 Receipts.pdf

113K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Parking Construction at Frank Carlson Building in Topeka

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

Wed, Nov 20, 2019 at 9:27 AM

Good Morning-

Could you please give me a call regarding the parking construction and TFPA members?

Thank you

Valerie Beam

Paralegal Specialist

US Attorney's Office

444 SE Quincy St., Suite 290

Topeka, KS 66683

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

(b) (7)(C) @uscg.mil>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Thu, Feb 23, 2017 at 11:36 AM

Hi Jessica,

Attached is an email string showing that effective 1 December 2016, the TFPA gave up one inside parking spot, per GSA request. Therefore, we reduced our inside number to 100.

For January, we paid for 100 spaces inside at the rate of \$55.00 and 47 spaces outside at the rate of \$40.00 each, for a total of \$7,380.00. I was a little late on the payment. It was made on 10 January 2017.

Thanks,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Thursday, February 23, 2017 10:19 AM
To: Medlin, Candice D CIV
Subject: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Candice,

I went into the file to review your Outlease Agreement and your total bill for January should have been \$7,435 (101 inside parking spaces at \$55/space and 47 outside parking spaces at \$40/space), just as the bill states. Can you please tell me the amount of your payment that you sent for January and also let me know if it was sent on time? Lastly, can you confirm that 101 inside parking spaces and 47 outside spaces is what you are actually utilizing as stated on the signed Outlease Agreement (attached).

I am trying to figure out all of the fees and the discrepancy and in order to do that the requested information will help me figure it out. There is always a possibility of error in our Finance department.

Thanks!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481
Cell: (b) (6)
jessica.wehling@gsa.gov

On Wed, Feb 22, 2017 at 10:28 AM, (b) (7)(C) @uscg.mil> wrote:

Hi Jessica,

I received Kristin's out of office message. If you could help me with this, I would sure appreciate it.

Thanks,
Candie

-----Original Message-----

From: Medlin, Candice D CIV
Sent: Wednesday, February 22, 2017 10:06 AM

To: Kristin Conway - 6P2CTD
Cc: Medlin, Candice D CIV
Subject: Delinquency Notice

Hi Kristin,
Could you look into this for me. I think maybe the difference is the one inside parking space that we had to give back to GSA in December.

Thanks,
Candie



FW Non-DoD Source Require A Parking Spot From The Parking Association.txt
2K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

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FW Non-DoD Source Require A Parking Spot From The Parking Association.txt

2K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

(b) (7)(C) @uscg.mil>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>
Cc: Kristin Conway <kristin.conway@gsa.gov>

Thu, Feb 23, 2017 at 1:39 PM

I really appreciate it.

Thank you so much,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Thursday, February 23, 2017 1:08 PM
To: Medlin, Candice D CIV
Cc: Kristin Conway
Subject: Re: [Non-DoD Source] Re: FW: Delinquency Notice

It appears this is a result of that spot not being reduced for December and January which would make up \$110 of the \$126.23 owed. That is oversight on our part. I am assuming the remaining \$16.23 are from fees. I will work to get your Outlease up to date to reflect the 100 spaces and sent over to you for signature and work with Finance to get your account back to accurate.

Thank you!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481 <tel:(816)%20823-4481>
Cell: (b) (6) jessica.wehling@gsa.gov

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Thanks,
Candie



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

(b) (7)(C) @uscg.mil> Mon, Feb 27, 2017 at 1:19 PM
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>
Cc: Kristin Conway <kristin.conway@gsa.gov>, "tom.luedke@usdoj.gov" <tom.luedke@usdoj.gov>, (b) (7)(C) @uscg.mil>, (b) (7)(C) @uscg.mil>

Jessica,
Please find attached agreement that I have signed. I am not sure that Tom is available for signature today.

Thanks,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Monday, February 27, 2017 12:56 PM
To: Medlin, Candice D CIV; tom.luedke@usdoj.gov
Cc: Kristin Conway
Subject: Re: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Candice and Tom,

I am just following up on this and wondering if you have had a chance to review and sign? There is a sense of urgency as March 1 is 2 days away and I still need time to process the new agreement + the billing adjustment for the overcharge for December and January.

Thank you for your attention to this.

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481
Cell: (b) (6)
jessica.wehling@gsa.gov

On Fri, Feb 24, 2017 at 8:45 AM, Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov> wrote:

Hello Candice,

Attached you will find the draft Parking Outlease Agreement for signature, reflecting 100 inside parking spaces and the same 47 outside parking spaces, to be effective 12/1/2016. Please return the signed agreement (a scanned copy via email is great) to me ASAP so that I can get this processed for March 1.

Thanks, Candice! Please let me know if you have any questions.

Jessica Wehling
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Thanks,
Candie

 2017-02-24_GS-06-2002-001_AKS01850_TFPA_Draft RLA Signed.pdf
213K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>

Tue, Feb 28, 2017 at 8:51 AM

To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>, "(b) (7)(C)" <(b) (7)(C)@uscg.mil>

Cc: Kristin Conway <kristin.conway@gsa.gov>, "(b) (7)(C)" <(b) (7)(C)n@uscg.mil>

Here it is again.

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]**Sent:** Tuesday, February 28, 2017 8:39 AM**To:** "(b) (7)(C)" <(b) (7)(C)@uscg.mil>**Cc:** Kristin Conway <kristin.conway@gsa.gov>; Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>; "(b) (7)(C)" <(b) (7)(C)@uscg.mil>**Subject:** Re: [Non-DoD Source] Re: FW: Delinquency Notice

Good morning, Cindy,

Good catch. Attached is the revised agreement reflecting "one hundred one." In addition, I have changed the effective date to March 1, 2017 (due to system limitations on backdating), however, you will be issued a billing adjustment credit for the two months (December and January) you paid for the parking spot you were not utilizing and you submitted notice for.

Please review, sign and return to me today, as this has to be processed before tomorrow.

Thank you for your attention to this matter.

Jessica Wehling**Federal Space Management Specialist****Portfolio Division****U.S. General Services Administration****PBS Heartland Region****Office:** 816.823.4481**Cell:** (b) (6)jessica.wehling@gsa.gov

On Tue, Feb 28, 2017 at 7:15 AM, (b) (7)(C) <(b) (7)(C)@uscg.mil> wrote:

Good Morning Jessica,

I'm the Secretary for TFPA and I'm not being picky but the new agreement that Candie signed still says 101 in the Section 6, Consideration. You typed (100) but it still reads "One hundred one (100)". This might cause a question down the road. Please correct and send and we'll get it signed and back to you directly. Thanks!

Cindy

-----Original Message-----

From: (b) (7)(C)
Sent: Monday, February 27, 2017 1:20 PM
To: Jessica Wehling - 6P2CTD
Cc: Kristin Conway; tom.luedke@usdoj.gov; (b) (7)(C)
Subject: RE: [Non-DoD Source] Re: FW: Delinquency Notice

Jessica,
Please find attached agreement that I have signed. I am not sure that Tom is available for signature today.

Thanks,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Monday, February 27, 2017 12:56 PM
To: (b) (7)(C); tom.luedke@usdoj.gov
Cc: Kristin Conway
Subject: Re: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Candice and Tom,

I am just following up on this and wondering if you have had a chance to review and sign? There is a sense of urgency as March 1 is 2 days away and I still need time to process the new agreement + the billing adjustment for the overcharge for December and January.

Thank you for your attention to this.

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481
Cell: (b) (6)
jessica.wehling@gsa.gov

On Fri, Feb 24, 2017 at 8:45 AM, Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov> wrote:

Hello Candice,

Attached you will find the draft Parking Outlease Agreement for signature, reflecting 100 inside parking spaces and the same 47 outside parking spaces, to be effective 12/1/2016. Please return the signed agreement (a scanned copy via email is great) to me ASAP so that I can get this processed for March 1.

Thanks, Candice! Please let me know if you have any questions.

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481 <tel:(816)%20823-4481>
Cell: (b) (6)

jessica.wehling@gsa.gov

On Thu, Feb 23, 2017 at 1:39 PM, (b) (7)(C) <(b) (7)(C)@uscg.mil> wrote:

I really appreciate it.

Thank you so much,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov <mailto:jessica.wehling@gsa.gov>]
Sent: Thursday, February 23, 2017 1:08 PM
To: (b) (7)(C)
Cc: Kristin Conway
Subject: Re: [Non-DoD Source] Re: FW: Delinquency Notice

It appears this is a result of that spot not being reduced for December and January which would make up \$110 of the \$126.23 owed. That is oversight on our part. I am assuming the remaining \$16.23 are from fees. I will work to get your Outlease up to date to reflect the 100 spaces and sent over to you for signature and work with Finance to get your account back to accurate.

Thank you!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481 <tel:(816)%20823-4481> <tel:(816)%20823-4481>
Cell: (b) (6) jessica.wehling@gsa.gov

On Thu, Feb 23, 2017 at 11:36 AM, (b) (7)(C) <(b) (7)(C)@uscg.mil> wrote:

Hi Jessica,

Attached is an email string showing that effective 1 December 2016, the TFPA gave up one inside parking spot, per GSA request. Therefore, we reduced our inside number to 100.

For January, we paid for 100 spaces inside at the rate of \$55.00 and 47 spaces outside at the rate of \$40.00 each, for a total of \$7,380.00. I was a little late on the payment. It was made on 10 January 2017.

Thanks,
Candie

-----Original Message-----

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov <mailto:jessica.wehling@gsa.gov>]
<mailto:jessica.wehling@gsa.gov <mailto:jessica.wehling@gsa.gov> >]
Sent: Thursday, February 23, 2017 10:19 AM
To: (b) (7)(C)
Subject: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Candice,

I went into the file to review your Outlease Agreement and your total bill for January should have been \$7,435 (101 inside parking spaces at \$55/space and 47 outside parking spaces at \$40/space), just as the bill states. Can you please tell me the amount of your payment that you sent for January and also let me know if it was sent on time? Lastly, can you confirm that 101 inside parking spaces and 47 outside spaces is what you are actually utilizing as stated on the signed Outlease Agreement (attached).

I am trying to figure out all of the fees and the discrepancy and in order to do that the requested information will help me figure it out. There is always a possibility of error in our Finance department.

Thanks!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481 <tel:(816)%20823-4481> <tel:(816)%20823-4481>
Cell: (b) (6)
jessica.wehling@gsa.gov

On Wed, Feb 22, 2017 at 10:28 AM, (b) (7)(C) <(b) (7)(C)@uscg.mil> wrote:

Hi Jessica,
I received Kristin's out of office message. If you could help me with this, I would sure appreciate it.


Thanks,
Candie

-----Original Message-----

From: (b) (7)(C)
Sent: Wednesday, February 22, 2017 10:06 AM
To: Kristin Conway - 6P2CTD
Cc: Medlin, Candice D CIV
Subject: Delinquency Notice

Hi Kristin,
Could you look into this for me. I think maybe the difference is the one inside parking space that we had to give back to GSA in December.

Thanks,
Candie

 **2-28-17 Parking Lease02282017084916.pdf**
1282K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: FW: Delinquency Notice

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

Tue, Feb 28, 2017 at 12:26 PM

Thank you.

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]**Sent:** Tuesday, February 28, 2017 11:52 AM**To:** Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>**Cc:** (b) (7)(C) [REDACTED].mil>; Kristin Conway <kristin.conway@gsa.gov>; (b) (7)(C) [REDACTED]
(b) (7)(C) [REDACTED]@uscg.mil>**Subject:** Re: [Non-DoD Source] Re: FW: Delinquency Notice

Hello Tom,

Attached is a fully executed copy for your records.

Thank you,

Jessica Wehling**Federal Space Management Specialist****Portfolio Division****U.S. General Services Administration****PBS Heartland Region****Office: 816.823.4481****Cell:** (b) (6) [REDACTED]jessica.wehling@gsa.govOn Tue, Feb 28, 2017 at 8:51 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

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Jessica Wehling
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Cell: (b) (6)
jessica.wehling@gsa.gov

On Thu, Feb 23, 2017 at 1:39 PM, Medlin, Candice D CIV <Candice.D.Medlin@uscg.mil> wrote:

I really appreciate it.

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Cell: (b) (6) jessica.wehling@gsa.gov

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To: Kristin Conway - 6P2CTD
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Thanks,
Candie



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: [Non-DoD Source] Re: TFPA Contract

1 message

(b) (7)(C) @uscg.mil>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Cc: "Beam, Valerie (USAKS)" <Valerie.Beam@usdoj.gov>

Thu, Oct 17, 2019 at 10:16 AM

Good Morning Jessica:

Yes we do need a renewal here at the Topeka Federal Parking Association.

Thank you very much!

(b) (7)(C)

PPC MAS Admin. Asst.

785-339-3567

785-339-3754 (fax)

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Thursday, October 17, 2019 10:12 AM
To: (b) (7)(C) @uscg.mil>
Cc: Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
Subject: [Non-DoD Source] Re: TFPA Contract

Good morning, Margarita -

The Topeka Federal Parking Association parking outlease expires on 12/31/2019. I just wanted to confirm that you have a continuing need for this parking outlease. If so, I will get started on the renewal process.

Thank you,

Jessica Wehling

Lead Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Thu, Dec 20, 2018 at 6:32 AM (b) (7)(C) @uscg.mil> wrote:

Good Morning Jessica:

I have taken over the Secretary position of Topeka Federal Parking Association. Cindy Blythe has retired. I have attached the signed TFPA Contact. . If you have any questions, please email me.

Thank you!
Happy Holidays,

(b) (7)(C)

US Coast Guard
Pay & Personnel Center
Military Account Support Admin. Asst.
785-339-3567
785-339-3754 (fax)



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: ACTION REQUIRED: Signature on GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>
To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

Wed, Nov 9, 2016 at 9:27 AM

Let me know when you be here on Tuesday and I will bring it down to you.

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Wednesday, November 09, 2016 9:24 AM
To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>
Subject: RE: ACTION REQUIRED: Signature on GS-06P-OKS00027 - Topeka Federal Parking Associa. on Renewal

Hi Tom. A scanned copy via email is fine or I will be at the Carlson building on Tuesday 11/15 in the GSA office and can grab it from you then. Either way.

Thank you,

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Office: 816.823.4481
Cell: (b) (6)
jessica.wehling@gsa.gov

On Nov 9, 2016 9:22 AM, "Luedke, Tom (USAKS)" <Tom.Luedke@usdoj.gov> wrote:

Jessica,

What address do you want me to send the signed contract to?

Tom

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]
Sent: Tuesday, November 08, 2016 11:29 AM
To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>
Cc: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>
Subject: ACTION REQUIRED: Signature on GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

Attached is the Revocable License Agreement for the terms and conditions that were agreed upon for the Topeka Federal Parking Association parking outlease at the Carlson Federal Building in Topeka, Kansas, for your signature. This agreement will be effective 1/1/2017 and includes a new 2 year term.

Please review, sign and return to me as soon as you can. I will return an executed copy to you for your records. Please let me know if you have any questions.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Office: 816.823.4481

Cell: (b) (6)

jessica.wehling@gsa.gov

On Mon, Oct 31, 2016 at 11:30 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Jessica,

It's a deal. We will accept the two year term. Thank you for your assistance in this matter. Although I would have liked keep to the same amount I realize that it hasn't gone up since 2008. I appreciate the fair consideration the parking association has received from GSA.

Tom

From: Jessica Wehling - 6P2CTD [<mailto:jessica.wehling@gsa.gov>]

Sent: Monday, October 31, 2016 11:26 AM

To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>

Cc: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>; Allen Scherr - 6PSKA <allen.scherr@gsa.gov>;

Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>;

(b) (7)(C) <[\(b\) \(7\)\(C\)@uscg.mil](mailto:(b) (7)(C)@uscg.mil)>; **(b) (7)(C)** <[\(b\) \(7\)\(C\)@uscg.mil](mailto:(b) (7)(C)@uscg.mil)>

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

We agree to your \$55/month per space for indoor spaces and \$40/month per space for outdoor spaces. However, we cannot agree to a four year term, but can do a two year term.

Please let me know if you agree and I will get an agreement over to you for signature.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Office: 816.823.4481

Cell: (b) (6)

jessica.wehling@gsa.gov

On Fri, Oct 21, 2016 at 7:02 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

The Parking Association has been busy canvassing the parking possibilities in the area. There are 43 outside spaces to the direct northeast of the building for lease for \$30.00 month. Other outdoor possibilities exist such as the county lot across the street to the east. Some parkers have expressed interest in these outdoor spaces, even at the expense of moving from the indoor parking in this building. Adding these additional spots, and others, has the very real possibility of reducing the demand for expensive indoor parking. Rather than tackle the administrative burden of acquiring and administering these additional parking spaces, we have decided to make one last attempt to renegotiate the present contract with GSA. The Parking Association proposes to pay \$55.00/month for indoor spaces and \$40.00/month for outdoor spaces and would request a four year contract term. The proposed terms offer a reasonable increase in parking rates for GSA as compared to the economic situation of many federal employees. Additionally, as I have said before, the only reasonable market for these spaces is the market represented by federal employees. The market is not what these spaces could be rented for by the general public because they cannot be rented to the general public. Additionally, I am informed that other offsite agencies, in particular the Veterans Administration located in Townsite Plaza, receives their parking free. It would be interesting to know how many federal employees in the city of Topeka actually pay for their parking.

We would appreciate your thoughtful consideration of this proposal. In the past GSA has been very reasonable with the parking rate increases, all things considered. I hope this trend will continued. Please advise me at your earliest convenience as to GSA's amenability to this proposal. Thank you for your attention to this matter.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Friday, August 26, 2016 9:58 AM
To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>
Cc: Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Jessica Wehling <jessica.wehling@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>
Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

In real estate, everything comes down to location and after that it comes down to supply and demand. The outside parking is cheaper at Dole, but the office rental rate is much higher. The communities are different. In Topeka, partially due to being the State Capitol, there is a generous supply of office space which tends to result in lower cost per square foot, but a great demand for parking which drives the market higher. In Kansas City, Kansas there is more available parking with lower demand but less available office with higher demand. Consequently, parking is cheaper, but office rates are higher. In Wichita both the office rates and outside parking rates tend to mirror more those of Topeka, but again it is a different market with different demands. In Kansas City, Missouri, the Whittaker Courthouse, which is fewer than 10 miles from the Dole Courthouse, the outside parking is \$65 per month and the inside parking is \$100 per month.

I also checked with our Field Office, and GSA has spent \$63,275.93 on the parking garage in the past two years. This includes repairs, striping, cleaning, and replacement of the worn out garage doors.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) - Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:50 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

So parking is cheaper in Kansas City? Does that take into account the security? The Dole Courthouse is in an area where security might be at a premium. Comparing the markets for courthouse parking would seem more like comparing apples to apples.

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Friday, August 26, 2016 7:47 AM
To: Luedke, Tom (USAKS)

Cc: Abbe Godsey - 6P1PTF; Jessica Wehling; Lisa Nelson - 6P1PTF
Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

The reason for the difference is due to the Dole Courthouse being in a different market than Carlson. The appraisal for Kansas City, KS is different than that of Topeka, KS.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:34 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

I was advised that outside parking at the Dole Courthouse is only \$21.mo. What accounts for the difference?

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 25, 2016 1:04 PM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Abbe Godsey - 6P1PTF; Jessica Wehling

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate

of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

Attached you will find the outlease agreement reflecting the rates that are listed above for your signature if your association would like to continue parking at the Carlson Federal Building & Courthouse after 12/31/16. A signed copy via email will work just fine. If you have any questions, please feel free to reach out to me at (b) (6)

Thank you,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Wed, Aug 24, 2016 at 2:50 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Krisitn,

After thinking this over and talking with other TFPA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]
Sent: Wednesday, August 24, 2016 8:09 AM
To: Luedke, Tom (USAKS)
Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling
Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

We worked with our Regional Appraiser on gathering the market data pertaining to parking in the area around Carlson. As you will be able to see by the attached comparable leased parking write-ups, the security is just an added benefit and no adjustment was made for that; therefore, these rates represent market rates that the general public is currently paying without the added benefit of security. It should be further noted that these market comparables are current and in close proximity to the subject, justifying the updated rates that you are seeing on the outlease agreement.

Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

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(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

As I have consistently pointed out to GSA, federal buildings are in a unique position as it relates to parking. The market rate simply does not apply because there is no comparable market. If federal buildings were open to public parking then I would agree that a market rate formulation might be appropriate. However, I would be surprised if any federal building that houses a federal district court is open to public parking. Security threats to federal courthouses are demonstrable. The security environment has only gotten worse. In the nearly 30 years that I have been in this courthouse we have gone from unlimited public parking in the outside lot and no security, to absolutely no public parking, controlled access to all parking lots with an armed security guard posted full time at the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 18, 2016 8:23 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C); (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: Frank Carlson Federal Building

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Cc: Allen Scherr - 6P1SBKA <allen.scherr@gsa.gov>

Thu, Jun 24, 2021 at 2:38 PM

Ok, thank you. They will start parking there July 1. I am on leave all next week so I will get the agreement signed and back to you when I get back.

I apologize for all the flip flopping of the parking spaces.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Thursday, June 24, 2021 2:32 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Cc: Allen Scherr - 6P1SBKA <allen.scherr@gsa.gov>
Subject: Re: Frank Carlson Federal Building

Hi Valerie -

I will proceed with getting your outlease agreement updated to add these spaces. I'll get you an agreement by Monday. They can start parking there.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Thu, Jun 24, 2021 at 12:11 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good Afternoon-

Have all the outdoor parking spaces that TFPA has given up been reassigned to other agencies? We have had some new (b) (7)(F) check in and inquire about parking and one of the TFPA officers has asked if we could these #2013, 2018, 2024, 2036, 2038 back for the new members.

Thank you

Valerie Beam



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>

Fri, Oct 21, 2016 at 7:02 AM

To: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Cc: Allen Scherr - 6PSKA <allen.scherr@gsa.gov>, Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Jessica Wehling <jessica.wehling@gsa.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>, "(b) (7)(C)"@uscg.mil"

"(b) (7)(C)"@uscg.mil>, "(b) (7)(C)"@uscg.mil" "(b) (7)(C)"@uscg.mil>

Kris. n,

The Parking Association has been busy canvassing the parking possibilities in the area. There are 43 outside spaces to the direct northeast of the building for lease for \$30.00 month. Other outdoor possibilities exist such as the county lot across the street to the east. Some parkers have expressed interest in these outdoor spaces, even at the expense of moving from the indoor parking in this building. Adding these additional spots, and others, has the very real possibility of reducing the demand for expensive indoor parking. Rather than tackle the administrative burden of acquiring and administering these additional parking spaces, we have decided to make one last attempt to renegotiate the present contract with GSA. The Parking Association proposes to pay \$55.00/month for indoor spaces and \$40.00/month for outdoor spaces and would request a four year contract term. The proposed terms offer a reasonable increase in parking rates for GSA as compared to the economic situation of many federal employees. Additionally, as I have said before, the only reasonable market for these spaces is the market represented by federal employees. The market is not what these spaces could be rented for by the general public because they cannot be rented to the general public. Additionally, I am informed that other offsite agencies, in particular the Veterans Administration located in Townsite Plaza, receives their parking free. It would be interesting to know how many federal employees in the city of Topeka actually pay for their parking.

We would appreciate your thoughtful consideration of this proposal. In the past GSA has been very reasonable with the parking rate increases, all things considered. I hope this trend will continued. Please advise me at your earliest convenience as to GSA's amenability to this proposal. Thank you for your attention to this matter.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Friday, August 26, 2016 9:58 AM**To:** Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>**Cc:** Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Jessica Wehling <jessica.wehling@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

In real estate, everything comes down to location and after that it comes down to supply and demand. The outside parking is cheaper at Dole, but the office rental rate is much higher. The communities are different. In Topeka, partially due to being the State Capitol, there is a generous supply of office space which tends to result in lower cost per square foot, but a great demand for parking which drives the market higher. In Kansas City, Kansas there is more available parking with lower demand but less available office with higher demand. Consequently, parking is cheaper, but office rates are higher. In Wichita both the office rates and outside parking rates tend to mirror more those of Topeka, but again it is a different market with different demands. In Kansas City, Missouri, the Whittaker Courthouse, which is fewer than 10 miles from the Dole Courthouse, the outside parking is \$65 per month and the inside parking is \$100 per month.

I also checked with our Field Office, and GSA has spent \$63,275.93 on the parking garage in the past two years. This includes repairs, striping, cleaning, and replacement of the worn out garage doors.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:50 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

So parking is cheaper in Kansas City? Does that take into account the security? The Dole Courthouse is in an area where security might be at a premium. Comparing the markets for courthouse parking would seem more like comparing apples to apples.

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Friday, August 26, 2016 7:47 AM

To: Luedke, Tom (USAKS)

Cc: Abbe Godsey - 6P1PTF; Jessica Wehling; Lisa Nelson - 6P1PTF

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

The reason for the difference is due to the Dole Courthouse being in a different market than Carlson. The appraisal for Kansas City, KS is different than that of Topeka, KS.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:34 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

I was advised that outside parking at the Dole Courthouse is only \$21.mo. What accounts for the difference?

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Thursday, August 25, 2016 1:04 PM**To:** Luedke, Tom (USAKS)**Cc:** (b) (7)(C) e@uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Abbe Godsey - 6P1PTF; Jessica Wehling**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

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Thank you,

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

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(b) (6) Cell

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On Wed, Aug 24, 2016 at 2:50 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Krisitn,

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Sent: Wednesday, August 24, 2016 8:09 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

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If you have any questions, please let me know.

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Federal Space Management Specialist

U.S. General Services Administration

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Kristin.Conway@gsa.gov

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Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 18, 2016 8:23 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C); (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

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Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

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Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

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(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>

Wed, Dec 19, 2018 at 10:20 AM

To: Allen Scherr - 6P1SWKA <allen.scherr@gsa.gov>, "(b) (7)(C)" <[REDACTED]@uscg.mil>, Jessica Wehling <jessica.wehling@gsa.gov>

Jessica-

I have taken Tom Luedke's position in the Topeka Federal Parking Association. I have reviewed the contract and it looks good, however in your email you stated that the contract was good through 12/31/2020 but the contract says 12/31/2019. Could you please clarify the dates and if the expiration date is 12/31/2020 could you please email me a new contract reflecting that date?

Thank you

Valerie Beam

Paralegal Specialist

US Attorney's Office

444 SE Quincy St., Suite 290

Topeka, KS 66683

785-295-2919

From: Allen Scherr - 6P1SWKA <allen.scherr@gsa.gov>**Sent:** Wednesday, December 19, 2018 7:27 AM**To:** "(b) (7)(C)" <[REDACTED]@uscg.mil>; Beam, Valerie (USAKS) <vbeam@usa.doj.gov>**Cc:** Jessica Wehling <jessica.wehling@gsa.gov>**Subject:** Fwd: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Good morning Margarita and Valerie, I'm forwarding this email regarding the parking association outlease. I'm not sure what your titles are so I'm copying you both. Merry Christmas.

Respectfully

Allen Scherr

Property Manager, Kansas Office

U.S. General Services Administration

Office 785.295.2505 Cell (b) (6)

Fax 785.295.2545

----- Forwarded message -----

From: **Jessica Wehling - 6P2CTD** <jessica.wehling@gsa.gov>

Date: Tue, Dec 18, 2018 at 10:49 AM

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

To: <Tom.Luedke@usdoj.gov>

Cc: <(b) (7)(C)@uscg.mil>, <allen.scherr@gsa.gov>

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2018. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The rates are remaining the same as the previous agreement at \$55 per space per month for inside/structured parking and \$40 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2019 and the expiration date being 12/31/2020.

Please let me know if you have any questions or concerns. If you plan to renew, please sign and return ASAP.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

1 message

Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov>

Mon, Oct 31, 2016 at 11:30 AM

To: Jessica Wehling - 6P2CTD <jessica.wehling@gsa.gov>

Cc: Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>, Allen Scherr - 6PSKA <allen.scherr@gsa.gov>, Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>, Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>, (b) (7)(C) @uscg.mil" (b) (7)(C) @uscg.mil, (b) (7)(C) @uscg.mil" (b) (7)(C) @uscg.mil" (b) (7)(C) @uscg.mil"

Hi Jessica,

It's a deal. We will accept the two year term. Thank you for your assistance in this matter. Although I would have liked keep to the same amount I realize that it hasn't gone up since 2008. I appreciate the fair consideration on the parking association has received from GSA.

Tom

From: Jessica Wehling - 6P2CTD [mailto:jessica.wehling@gsa.gov]**Sent:** Monday, October 31, 2016 11:26 AM**To:** Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>**Cc:** Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>; Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>; (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

We agree to your \$55/month per space for indoor spaces and \$40/month per space for outdoor spaces. However, we cannot agree to a four year term, but can do a two year term.

Please let me know if you agree and I will get an agreement over to you for signature.

Thank you,

Jessica Wehling**Federal Space Management Specialist****Portfolio Division****U.S. General Services Administration**

PBS Heartland Region**Office: 816.823.4481****Cell: (b) (6)****jessica.wehling@gsa.gov**

On Fri, Oct 21, 2016 at 7:02 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

The Parking Association has been busy canvassing the parking possibilities in the area. There are 43 outside spaces to the direct northeast of the building for lease for \$30.00 month. Other outdoor possibilities exist such as the county lot across the street to the east. Some parkers have expressed interest in these outdoor spaces, even at the expense of moving from the indoor parking in this building. Adding these additional spots, and others, has the very real possibility of reducing the demand for expensive indoor parking. Rather than tackle the administrative burden of acquiring and administering these additional parking spaces, we have decided to make one last attempt to renegotiate the present contract with GSA. The Parking Association proposes to pay \$55.00/month for indoor spaces and \$40.00/month for outdoor spaces and would request a four year contract term. The proposed terms offer a reasonable increase in parking rates for GSA as compared to the economic situation of many federal employees. Additionally, as I have said before, the only reasonable market for these spaces is the market represented by federal employees. The market is not what these spaces could be rented for by the general public because they cannot be rented to the general public. Additionally, I am informed that other offsite agencies, in particular the Veterans Administration located in Townsite Plaza, receives their parking free. It would be interesting to know how many federal employees in the city of Topeka actually pay for their parking.

We would appreciate your thoughtful consideration of this proposal. In the past GSA has been very reasonable with the parking rate increases, all things considered. I hope this trend will continued. Please advise me at your earliest convenience as to GSA's amenability to this proposal. Thank you for your attention to this matter.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Friday, August 26, 2016 9:58 AM

To: Luedke, Tom (USAKS) <TLuedke@usa.doj.gov>

Cc: Allen Scherr - 6PSKA <allen.scherr@gsa.gov>; Abbe Godsey - 6P1PTF <abbe.godsey@gsa.gov>; Jessica Wehling <jessica.wehling@gsa.gov>; Lisa Nelson - 6P1PTF <lisa.v.nelson@gsa.gov>

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

In real estate, everything comes down to location and after that it comes down to supply and demand. The outside parking is cheaper at Dole, but the office rental rate is much higher. The communities are different. In Topeka, partially due to being the State Capitol, there is a generous supply of office space which tends to result in lower cost per square foot, but a great demand for parking which drives the market higher. In Kansas City, Kansas there is more available

parking with lower demand but less available office with higher demand. Consequently, parking is cheaper, but office rates are higher. In Wichita both the office rates and outside parking rates tend to mirror more those of Topeka, but again it is a different market with different demands. In Kansas City, Missouri, the Whittaker Courthouse, which is fewer than 10 miles from the Dole Courthouse, the outside parking is \$65 per month and the inside parking is \$100 per month.

I also checked with our Field Office, and GSA has spent \$63,275.93 on the parking garage in the past two years. This includes repairs, striping, cleaning, and replacement of the worn out garage doors.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:50 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

So parking is cheaper in Kansas City? Does that take into account the security? The Dole Courthouse is in an area where security might be at a premium. Comparing the markets for courthouse parking would seem more like comparing apples to apples.

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Friday, August 26, 2016 7:47 AM

To: Luedke, Tom (USAKS)

Cc: Abbe Godsey - 6P1PTF; Jessica Wehling; Lisa Nelson - 6P1PTF

Subject: Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Tom,

The reason for the difference is due to the Dole Courthouse being in a different market than Carlson. The appraisal for Kansas City, KS is different than that of Topeka, KS.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 26, 2016 at 7:34 AM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Kristin,

I was advised that outside parking at the Dole Courthouse is only \$21.mo. What accounts for the difference?

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Thursday, August 25, 2016 1:04 PM**To:** Luedke, Tom (USAKS)**Cc:** (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Abbe Godsey - 6P1PTF; Jessica Wehling**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

I appreciate the counter offer from the Topeka Federal Parking Association at the Carlson Federal Building & Courthouse in Topeka, KS but unfortunately GSA can not accept. Due to the additional security that is available in these Federal parking lots, as well as the continued demand/wait list for parking spaces, GSA feels that the rate of \$57.50 per space per month for structured parking and \$40 per space per month for surface parking is a fair and reasonable compromise. It is a \$7.00 increase from your current structured parking rate, which has not been increased since January 2009. Both the structured and surface parking rate GSA is proposing is significantly lower than the appraised market rate, which you also saw in the comps I sent in my previous email of parking lots in the Topeka area. The appraised rates for FY17 at this location are \$68 per space per month for structured and \$52 per space per month for surface parking, which are significantly higher than what GSA has proposed on the attached outlease agreement. GSA is also holding the rent steady for a 5 year period, which is also uncommon, as annual parking escalations are typically included, which is another added benefit for the parking association.

Attached you will find the outlease agreement reflecting the rates that are listed above for your signature if your association would like to continue parking at the Carlson Federal Building & Courthouse after 12/31/16. A signed copy via email will work just fine. If you have any questions, please feel free to reach out to me at (b) (6)

Thank you,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Wed, Aug 24, 2016 at 2:50 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Krisitn,

After thinking this over and talking with other TFPA members and officers, the parking association would like to make a counteroffer of \$53 per month for inside parking and accept your offer of \$40 per month for outside parking. I think the raise to \$53 reflects the realities of parking in this building. It will provide for a moderate increase without creating an unacceptable financial burden. We do appreciate your willingness to work with us on this. As I have stated before, keeping these raises to moderate levels provokes a significant degree of goodwill in favor of GSA. In other words, for GSA it's not all about wringing the last dollar they can get out the federal employees. And I must say, GSA has always been very reasonable in our previous contracts. I would appreciate your thoughtful consideration of this counter-offer. Thank you.

Tom

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]**Sent:** Wednesday, August 24, 2016 8:09 AM**To:** Luedke, Tom (USAKS)**Cc:** (b) (7)(C) @uscg.mil; (b) (7)(C) @uscg.mil; Rapstine, Jackie (USAKS); Lisa Nelson - 6P1PTF; Jessica Wehling**Subject:** Re: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

Attached you will find the Revocable License Agreement showing the updated rates pertaining to this parking outlease at the Carlson Federal Building and Courthouse in Topeka, KS.

We worked with our Regional Appraiser on gathering the market data pertaining to parking in the area around Carlson. As you will be able to see by the attached comparable leased parking write-ups, the security is just an added benefit and no adjustment was made for that; therefore, these rates represent market rates that the general public is currently

paying without the added benefit of security. It should be further noted that these market comparables are current and in close proximity to the subject, justifying the updated rates that you are seeing on the outlease agreement.

Please sign, date, and return to me at your earliest convenience, so that we can work to get your renewal processed.

If you have any questions, please let me know.

Thanks,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov

On Fri, Aug 19, 2016 at 1:49 PM, Luedke, Tom (USAKS) <Tom.Luedke@usdoj.gov> wrote:

Hi Kristin,

On behalf of the parking patrons in this building we do not think the increase of over \$17 per month for parking is justified. In fact, no justification at all has been provided for such an increase. Without some reasonable information to upon which to base such an increase it is difficult for us to believe it is justified.

As I have consistently pointed out to GSA, federal buildings are in a unique position as it relates to parking. The market rate simply does not apply because there is no comparable market. If federal buildings were open to public parking then I would agree that a market rate formulation might be appropriate. However, I would be surprised if any federal building that houses a federal district court is open to public parking. Security threats to federal courthouses are demonstrable. The security environment has only gotten worse. In the nearly 30 years that I have been in this courthouse we have gone from unlimited public parking in the outside lot and no security, to absolutely no public parking, controlled access to all parking lots with an armed security guard posted full time at the entrance and armed security guards and at nearly every entrance to the building. The place is virtually an armed camp with controlled ingress and egress. I am sure that the security upgrades are well known to GSA. Because of the need for such excessive security, parking in this building is not open to the public in any fashion. The federal employees who park in this building are thoroughly vetted. They are GSA's only resource for parking revenue. The parking spaces in this building could not be open to the general public. In this regard there is a very real symbiotic relationship between the federal employees parking in this building

and GSA. To require the federal employees of this building to pay a market rate for parking spaces, which could not be leased to anyone else, simply ignores the security reality of this building in particular and federal facilities in general.

What you have proposed for indoor parking represents an increase of 35%. As I am sure you can attest, federal employees eight year combined cost of living raises total less than 10%. Most of that has been eaten up in the cost of health care. I point this out only to put a 35% raise in parking fees in context. Furthermore, the rate which you proposed to charge is the very top of the market in this area. Other parking areas, both public and private, charge significantly less for parking. These parking rates have not been raised since 2010.

Given these considerations, I cannot in good conscience recommend acceptance of this contract on behalf of the parking association. We think that the current rates are reasonable and will remain reasonable for four years, given the overall rates in the area and the serious limitations on renting out these parking places. Please consider this counteroffer and advise me at your earliest convenience of your thoughts on the matter. Thank you for your cooperation.

Tom Luedke

From: Kristin Conway - 6P2CTD [mailto:kristin.conway@gsa.gov]

Sent: Thursday, August 18, 2016 8:23 AM

To: Luedke, Tom (USAKS)

Cc: (b) (7)(C); (b) (7)(C) @uscg.mil; Allen Scherr - 6PSKA; Jessica Wehling

Subject: GS-06P-OKS00027 - Topeka Federal Parking Association Renewal

Hello Tom,

The subject parking outlease at the Frank Carlson Federal Building & Courthouse in Topeka, KS expires on 12/31/2016. Please review and sign the attached agreement if you would like to continue this parking outlease agreement. The cost has changed from the previous agreement. The rate is now \$67.75 per space per month for inside/structured parking and \$45 per space per month for outside/surface parking. The effective date of your new agreement will be 1/1/2017 and the expiration date being 12/31/2021.

Please sign and return to me as soon as possible - a scanned copy via email is great.

Please let me know if you have any questions.

Thank you,

--

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: New Contract

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Tue, Nov 10, 2020 at 9:18 AM

Great, Thank you. We may have to give up 2 outdoor spaces so that may need to be slightly adjusted.

I will confirm that there are 2 not filled and get back with you.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Tuesday, November 10, 2020 9:06 AM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Subject: Re: New Contract

Good morning, Valerie -

I just sent the new contract to my contracting officer for review yesterday. As soon as he is finished reviewing, I will send it over to you for signature.

Have a great Tuesday!

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Tue, Nov 10, 2020 at 8:10 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Please disregard portion about the TFPD Secretary having a copy, she had the old one. Sorry about the confusion.

From: Beam, Valerie (USAKS)
Sent: Tuesday, November 10, 2020 8:04 AM
To: 'Jessica Wehling - 6PTD' <jessica.wehling@gsa.gov>
Subject: New Contract
Importance: High

Good Morning-

I am touching base with you about our new contract. Somehow the TFPA Secretary has a copy but I have not seen it.

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: Parking Construction at Frank Carlson Building in Topeka

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Tue, Nov 26, 2019 at 1:06 PM

Good A. ernoon Jessica-

I have 25 parkers that want to "opt out" per our arrangements. We would probably do a 3 year contract, that would make the most sense wouldn't it? Now the new rate won't start until everyone is back in the garage correct?

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Wednesday, November 20, 2019 2:23 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Subject: Re: Parking Construction at Frank Carlson Building in Topeka

Hello Valerie -

It has been determined the new prices for your new contract will be as follows, if you want to relay this to your parkers:

Inside: \$58

Outside: \$48

What length of term were you thinking about? 2 or 3 years?

I will send you a contract the week of 12/2 when I hear final numbers from you for the new agreement, with the understanding that the number of parking spaces will increase, when your "opt outs" add back in after garage construction is complete.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Wed, Nov 20, 2019 at 9:27 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good Morning-

Could you please give me a call regarding the parking construction and TFPA members?

Thank you

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: Parking Construction at Frank Carlson Building in Topeka

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Tue, Dec 3, 2019 at 10:52 AM

Of the 25 people that have opted out 13 are inside and 12 are outside.

Thank you

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Monday, December 02, 2019 2:44 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Subject: Re: Parking Construc on at Frank Carlson Building in Topeka

Okay, thank you.

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Mon, Dec 2, 2019 at 2:42 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

I will have to check on that and get it back to you.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Monday, December 02, 2019 2:35 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Subject: Re: Parking Construc on at Frank Carlson Building in Topeka

Hi Valerie -

Can you please tell me if those 25 are inside or outside parking spaces? Also, yes, the new rates will be effective when the garage project is completed.

Thank you!

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Tue, Nov 26, 2019 at 1:07 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good A. ernoon Jessica-

I have 25 parkers that want to "opt out" per our arrangements. We would probably do a 3 year contract, that would make the most sense wouldn't it? Now the new rate won't start until everyone is back in the garage correct?

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Sent: Wednesday, November 20, 2019 2:23 PM

To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>

Subject: Re: Parking Construction at Frank Carlson Building in Topeka

Hello Valerie -

It has been determined the new prices for your new contract will be as follows, if you want to relay this to your parkers:

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I will send you a contract the week of 12/2 when I hear final numbers from you for the new agreement, with the understanding that the number of parking spaces will increase, when your "opt outs" add back in after garage construction is complete.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Wed, Nov 20, 2019 at 9:27 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good Morning-

Could you please give me a call regarding the parking construction and TFPA members?

Thank you

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: Parking Frank Carlson Building

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>

Mon, Nov 23, 2020 at 12:07 PM

To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>, "allen.scherr@gsa.gov" <allen.scherr@gsa.gov>

Great Thank you.

The spots we are giving up are 2013, 2018, 2019, 2043, 2048 and 2049. We are possible going to have to give up 2053 as well but I'm verifying that.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Sent: Monday, November 23, 2020 11:58 AM

To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>; Allen Scherr - 6P1SBKA <allen.scherr@gsa.gov>

Subject: Re: Parking Frank Carlson Building

Hi Valerie -

Yes, just let me know how many spots. The field office (I have cc'd Allen) will need to know the exact location of the spot. You will just need to let me know by the 15th of the month, in order for the changes to be effective for the next month. For example: if you have 10 parking spaces for January, but you want to reduce 3 spaces for February, you will need to notify me by January 15 for the change to occur for February 1 billing.

I will get the contract revised for December 1, since we haven't started billing it, yet, and get it sent over to you (via DocuSign) for signature.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Mon, Nov 23, 2020 at 9:19 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

We have had 6 people just in the past week give up their outdoor spots and we do not have anyone willing to take them due to the ongoing teleworking. How do we need to handle this? Do I just let you know what spots they are and are we going to have to do a new contract every time this happens? I was afraid this would be happening and can see it happening more.

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: Parking Frank Carlson Building

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Cc: "allen.scherr@gsa.gov" <allen.scherr@gsa.gov>

Mon, Nov 23, 2020 at 1:16 PM

2053 was the first one we gave up when we did the new contract. Margie confirmed that we have 40 outdoor spots filled and 100 indoor spots filled.

Thank you

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Monday, November 23, 2020 12:18 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Cc: allen.scherr@gsa.gov
Subject: Re: Parking Frank Carlson Building

I will wait to revise the contract until I hear about space 2053.

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Mon, Nov 23, 2020 at 12:07 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Great Thank you.

The spots we are giving up are 2013, 2018, 2019, 2043, 2048 and 2049. We are possible going to have to give up 2053 as well but I'm verifying that.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Monday, November 23, 2020 11:58 AM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>; Allen Scherr - 6P1SBKA <allen.scherr@gsa.gov>
Subject: Re: Parking Frank Carlson Building

Hi Valerie -

Yes, just let me know how many spots. The field office (I have cc'd Allen) will need to know the exact location of the spot. You will just need to let me know by the 15th of the month, in order for the changes to be effective for the next month. For example: if you have 10 parking spaces for January, but you want to reduce 3 spaces for February, you will need to notify me by January 15 for the change to occur for February 1 billing.

I will get the contract revised for December 1, since we haven't started billing it, yet, and get it sent over to you (via DocuSign) for signature.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Mon, Nov 23, 2020 at 9:19 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

We have had 6 people just in the past week give up their outdoor spots and we do not have anyone willing to take them due to the ongoing teleworking. How do we need to handle this? Do I just let you know what spots they are and are we going to have to do a new contract every time this happens? I was afraid this would be happening and can see it happening more.

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

8/24/2021

GSA.gov Mail - RE: Parking Frank Carlson Building

785-295-2919



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

RE: TFPA Parking Outlease Renewal

1 message

Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov>
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Thu, Dec 5, 2019 at 10:37 AM

Here you go.

Thank you

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Thursday, December 05, 2019 10:21 AM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Subject: Re: TFPA Parking Outlease Renewal

Hello Valerie -

Please review, sign and return (a scanned copy via email is great!) the attached parking outlease agreements for the TFPA renewal to me ASAP.

The first agreement is effective January 1, 2020 and expires August 31, 2020. It shows the old rates that will still apply (\$55/inside, \$40/outside) until the parking garage project is complete. On September 1, 2020 the new agreement will be effective and the project will be completed by then. The new agreement shows an increase of 26 parking spaces (13 inside / 13 outside), which are the parkers who have opted out during construction, but will be added back in at completion. The new rates will be applied at that time (\$58/inside, \$45/outside) for a new 2 year, 3 month term. I could not get my CO to sign off on a 3 year term.

Please let me know if you have any questions.

Thank you!

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Tue, Dec 3, 2019 at 2:12 PM Jessica Wehling - 6PTD <jessica.wehling@gsa.gov> wrote:

Hello Valerie -

Please review, sign and return (a scanned copy via email is great!) the attached parking outlease agreements for the TFPA renewal to me ASAP.

The first agreement is effective January 1, 2020 and expires August 31, 2020. It shows the old rates that will still apply (\$55/inside, \$40/outside) until the parking garage project is complete. On September 1, 2020 the new agreement will be effective and the project will be completed by then. The new agreement shows an increase of 25 parking spaces (13 inside / 12 outside), which are the parkers who have opted out during construction, but will be added back in at completion. The new rates will be applied at that time (\$58/inside, \$45/outside) for a new 2 year, 3 month term. I could not get my CO to sign off on a 3 year term.

Please let me know if you have any questions.

Thank you!

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Tue, Dec 3, 2019 at 10:53 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Of the 25 people that have opted out 13 are inside and 12 are outside.

Thank you

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Sent: Monday, December 02, 2019 2:44 PM

To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>

Subject: Re: Parking Construc on at Frank Carlson Building in Topeka

Okay, thank you.

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Mon, Dec 2, 2019 at 2:42 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

I will have to check on that and get it back to you.

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Sent: Monday, December 02, 2019 2:35 PM

To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>

Subject: Re: Parking Construc on at Frank Carlson Building in Topeka

Hi Valerie -

Can you please tell me if those 25 are inside or outside parking spaces? Also, yes, the new rates will be effective when the garage project is completed.

Thank you!

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Tue, Nov 26, 2019 at 1:07 PM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good A. ernoon Jessica-

I have 25 parkers that want to "opt out" per our arrangements. We would probably do a 3 year contract, that would make the most sense wouldn't it? Now the new rate won't start until everyone is back in the garage correct?

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Sent: Wednesday, November 20, 2019 2:23 PM

To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>

Subject: Re: Parking Construction at Frank Carlson Building in Topeka

Hello Valerie -

It has been determined the new prices for your new contract will be as follows, if you want to relay this to your parkers:

Inside: \$58

Outside: \$48

What length of term were you thinking about? 2 or 3 years?

I will send you a contract the week of 12/2 when I hear final numbers from you for the new agreement, with the understanding that the number of parking spaces will increase, when your "opt outs" add back in after garage construction is complete.

Thank you,

Jessica Wehling

Federal Space Management Specialist

Portfolio Division

U.S. General Services Administration

PBS Heartland Region

Phone: (b) (6)

jessica.wehling@gsa.gov

On Wed, Nov 20, 2019 at 9:27 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

Good Morning-

Could you please give me a call regarding the parking construction and TFPA members?

Thank you

Valerie Beam

Paralegal Specialist

US Attorney's Office

[444 SE Quincy St., Suite 290](#)

[Topeka, KS 66683](#)

785-295-2919



TFPA Contracts12052019103616.pdf
1670K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

TFPA Contract

1 message

(b) (7)(C) z@uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
Cc: "Beam, Valerie (USAKS)" <Valerie.Beam@usdoj.gov>

Thu, Dec 20, 2018 at 6:30 AM

Good Morning Jessica:

I have taken over the Secretary position of Topeka Federal Parking Association. Cindy Blythe has retired. I have attached the signed TFPa Contract. . If you have any questions, please email me.

Thank you!

Happy Holidays,

(b) (7)(C)
US Coast Guard
Pay & Personnel Center
Military Account Support Admin. Asst.
785-339-3567
785-339-3754 (fax)

**TFPA Contract.pdf**

495K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Topeka Federal Parking Association - GSA Contact Change

1 message

Kristin Conway - 6P2CTD <kristin.conway@gsa.gov>

Thu, Jun 1, 2017 at 2:00 PM

To: (b) (7)(C) @uscg.mil>

Cc: Jessica Wehling <jessica.wehling@gsa.gov>

Hi Candie,

We have done some shifting in my branch, and I wanted to reach out to you to let you know that Jessica Wehling (I have cc'ed her on this email) will now be your new point of contact regarding your parking outlease at the Frank Carlson FB & Courthouse. Jessica is awesome and you will be in good hands! I have truly enjoyed working with you!

Have a great day.

Thanks,

Kristin Conway

Federal Space Management Specialist

U.S. General Services Administration

Portfolio Division

PBS Heartland Region

(816) 823- 1683 - Office

(b) (6) Cell

Kristin.Conway@gsa.gov



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Topeka Federal Parking Association GSA July 2017Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
Cc: (b) (7)(C) @uscg.mil>

Wed, Jul 5, 2017 at 10:28 AM

Hi Jessica,

I hope you had a great 4th!

I just made the payment for July this morning.

Have a great day!

Thanks,
Candie



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Topeka Federal Parking Association GSA Payment Receipts

1 message

(b) (7)(C) @uscg.mil> Wed, Feb 24, 2021 at 10:55 AM
To: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Cc: "Beam, Valerie (USAKS)" <Valerie.Beam@usdoj.gov>, Patricia Heppermann - 6PRF-C <patricia.heppermann@gsa.gov>, (b) (7)(C) @uscg.mil>

Good Morning Jessica,
Please find attached our payment receipts for January and February. If you have any further questions or concerns, please let me know.

Thank you,
(b) (7)(C)
TFPA Treasurer

From: Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>
Sent: Tuesday, February 23, 2021 1:06 PM
To: Beam, Valerie (USAKS) <vbeam@usa.doj.gov>
Cc: Patricia Heppermann - 6PRF-C <patricia.heppermann@gsa.gov>
Subject: Re: Frank Carlson Parking

Hello Valerie -

I just sent the new parking agreement for the reduced parking space, via DocuSign, for signature. Your new total is 100 structured (indoor spaces) and 37 surface (outdoor spaces), effective 3/1/2021. Please execute.

I also wanted to let you know that your parking association has been on the delinquency report for the last couple of months. If payment has been made, please provide proof of payments to allow our Finance department to update their records.

TOPEKA FEDERAL PARKING GS-06P-OKS00419 is outstanding for
January 2021: \$8,035
February 2021: \$6,131.33
Total: \$14,166.33

Please let me know if you have any questions.

Thank you!

Jessica Wehling
Federal Space Management Specialist
Portfolio Division
U.S. General Services Administration
PBS Heartland Region
Phone: (b) (6)
jessica.wehling@gsa.gov

On Tue, Feb 9, 2021 at 9:11 AM Beam, Valerie (USAKS) <Valerie.Beam@usdoj.gov> wrote:

We are losing yet another outdoor parking space #2009.

Thank you
Valerie



TFPA JAN2021 & FEB2021 Receipts.pdf

267K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Topeka Federal Parking Association GSA Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Thu, Jun 1, 2017 at 2:21 PM

Hi Jessica,

The June 2017 payment has been made.

Have a great day!

Thanks,
Candie

TOPEKA FEDERAL PARKING ASSOCIATIONJun2017.doc
24K



Jessica Wehling - 6PTD <jessica.wehling@gsa.gov>

Topeka Parking Payment

1 message

(b) (7)(C) @uscg.mil>
To: "jessica.wehling@gsa.gov" <jessica.wehling@gsa.gov>
(b) (7)(C) @uscg.mil>

Thu, Oct 19, 2017 at 4:06 PM

Hi Jessica,

The payment for October has been made.

I hope you have a great weekend.

Thanks,
Candie



TOPEKA FEDERAL PARKING ASSOCIATIONOct2017.doc
25K

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
6-2002-001

A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Topeka Federal Parking Association (TFPA)

3. ADDRESS

444 SE Quincy
Topeka, KS 66683
(785) 295-2856

4. PROJECT DESIGNATION AND ADDRESS

Frank Carlson Federal Building and Courthouse (KS0092)
444 SE Quincy, Topeka, KS 66683

5. MAXIMUM PERIOD COVERED

TWELVE (12) Months
FROM 4/1/2011 TO 12/31/2012

6. CONSIDERATION

One inside/structured parking space
\$600.00 per year per space
\$50.00 per month per spaceOne outside/surface parking space
\$480.00 per year per space
\$40.00 per month per space

7. DESCRIPTION OF PROPERTY AFFECTED

ie.

98 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE

ie.

To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

This amendment is to increase the number of inside/structured parking spaces from 92 to 98 spaces. All other rates, terms and conditions in effect from previous renewal in 2009 until expiration on 12/31/2012.

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:

GENERAL SERVICES ADMINISTRATION**Greater Southwest Finance Center****P. O. Box 894201****Los Angeles, CA 90189-4201**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA)
LICENSOR**Name**
LICENSEE

DATED

ACCEPTED THIS DATE

3-10-11

BY (Signature)

BY (Signature)

(b) (6)

(b) (6)

PRINTED NAME

BRENDA LEE Ladage

PRINTED NAME

Thomas G. Luedke

TITLE

Contracting Officer

TITLE

President, TFPA

(See reverse)

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

- m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

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SPECIAL CONDITIONS

1. Licensee will provide parking only to persons who can show proof of automobile liability insurance coverage on the vehicle to be parked, in a minimum amount required by the laws of the State of Kansas. Such insurance coverage must be shown at the time of initial agreement between the Licensee and the individual.
2. Parking shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. daily, Monday through Friday, except Federal Holidays. Additional hours may be permitted after obtaining prior approval of the General Services Administration (GSA) Field Office Director.
3. a. Either party may cancel its license, or reduce the number of parking spaces, upon thirty- (30) working days' prior written notice to the other party. In the event of total cancellation of this license, rent will be prorated.

b. Licensee shall have available for assignment each month a maximum of **98 inside and 47 outside parking spaces**. Licensee shall provide to the Field Office Director, by the fifth day of each month, a current list of assigned parking spaces showing parking space number, decal number, and assignment priority as listed in paragraph 6 of the Special Conditions. Assignments may be added at any time during any month by notifying the GSA Field Office Director and providing the required information about the additional assignments.

c. Monthly consideration shall be paid at the rate specified in the rental schedule detailed in paragraph 4.E. of the Special Conditions, for each parking space assigned. All payments shall be made payable to the General Services Administration, and shall contain the following license number for identification purposes: **6-2002-001**.

All payments are to be paid by check or money order and mailed or delivered to:

**General Services Administration
Greater Southwest Finance Center
P.O. Box 894201
Los Angeles, CA 90189-4201**

on or before the first day of each month.

- d. Not later than the tenth day of each month, the Licensee shall notify:

**Cindy Schardt
Space Management Specialist
Federal Realty Services Branch (6PRF)
1500 East Bannister Road
Kansas City, MO 64131**

of the number of spaces assigned for the month and the amount of the rent payment made in accordance with paragraph 4.C. above.

e. Rental Schedule:

	Term	Rent/Space/Month
Years 1-4	April 1, 2011 through December 31, 2012	\$50.00 inside/structured \$40.00 outside/surface

f. Use of parking spaces by the Licensee will be restricted to those spaces actually assigned. Use of additional parking spaces assigned at times other than the first on any month, will not begin until 24 hours after notification of the GSA Field Office Director.

4. Licensor, its officers, agents, and employees shall have the right to enter upon and across the parking area in the performance of official duties at any time during the term of this license.
5. Licensee will restrict the use of the demised space to members of the Topeka Federal Parking Association for vehicles owned by them, without preferential treatment to persons because of affiliation or membership of any organization, association, or group, except that parking will be assigned in the following priority:
 - a. Federal employees in the Carlson Federal Building so severely handicapped as to prohibit or make unreasonably difficult the use of public transportation.
 - b. Carpools with priority given to vehicles carrying the higher number of persons.
 - c. Other Federal employees employed in the Carlson Federal Building.
 - d. Other persons employed in the Carlson Federal Building.
 - e. Others, whether or not employed in the Carlson Federal Building.
6. Vehicles parking in the demised space shall bear decals, which will be provided to the Licensee by the GSA Field Office Director. Licensee shall issue and retrieve the decals. Decals will be periodically replaced as determined by the Field Office Director.
7. In addition to the amount provided for in 4.E. above, the Licensee may assess an additional amount of not more than \$2.00 per space per month to members of the parking association who rent parking spaces to cover administrative expenses associated with the management of parking spaces.
8. Each party agrees to reopen negotiations on any terms or conditions contained herein upon the request of the other party.
9. In the event snow or ice creates hazardous conditions, parking may be restricted or may not be available for 24 hours. No refunds of parking fees will be made in this event.
10. Parking assignments may begin at any time during the month, with rent prorated as follows: Monthly rate divided by the number of days in the month to determine a daily rate which will be multiplied by the number of days remaining in the month, beginning with the first day of the assignment, to determine the amount of rent for the partial month.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY	1. LICENSE NO. 6-2002-001
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A Revocable License affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE Topeka Federal Parking Association (TFPA)	3. ADDRESS 444 SE Quincy Topeka, KS 66683 (785) 295-2856
4. PROJECT DESIGNATION AND ADDRESS Frank Carlson Federal Building and Courthouse (KS0092) 444 SE Quincy, Topeka, KS 66683	5. MAXIMUM PERIOD COVERED Forty Eight (48) Months FROM 1/1/2013 TO 12/31/2016

6. CONSIDERATION
100 inside/structured spaces @
\$600.00 per year per space OR
\$50.00 per month per space
=\$60,000 annual rent due to GSA

47 outside/surface parking spaces @
\$420.00 per year per space OR
\$35.00 per month per space
=\$19,740 annual rent due to GSA

7. DESCRIPTION OF PROPERTY AFFECTED
100 inside/structured spaces and 47 outside/surface spaces at the Frank Carlson Federal Building & Courthouse

8. PURPOSE OF LICENSE
To allow licensee to rent surface and structured parking at the Frank Carlson Federal Building and Courthouse to Federal employee building tenants.

9. By the acceptance of this License, the Licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

This new agreement converts the previous variable number of parking spaces to a required fixed number of spaces to be paid for in this outlease each month. If at any time during the term of this outlease agreement, parking spaces are taken away from the TFPA for use by GSA according to the requirements in the CFR regarding agency paid parking, this outlease will be amended to show the reduced number of parking spaces and reduced rent obligation to GSA.

Monthly payment shall be payable by Licensee to GSA without demand on the first day of each calendar month, and shall contain the following License number for identification purposes:

GS-06-2002-001

Payment should be sent to:
**GENERAL SERVICES ADMINISTRATION
P. O. Box 301511
Los Angeles, CA 90030-1511**

This agreement may be terminated with 30 days written notice by the GSA or Licensee.

GENERAL SERVICES ADMINISTRATION (GSA) LICENSOR	Name LICENSEE
DATED 1 - 11 - 2013	ACCEPTED THIS DATE 1-8-13
BY (Signature) (b) (6)	BY (Signature) (b) (6)
PRINTED NAME Charles McBroom	PRINTED NAME Thomas G. Luedke
TITLE Contracting Officer	TITLE President Topeka Federal Parking Association

II. GENERAL CONDITIONS

COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair or other work performed thereon by the licensee, including the installation and removal of any articles, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

- a. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind of character, except such as are specifically authorized herein.
- b. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
- c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.
- d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return and restore any such property to a condition satisfactory to GSA upon demand.
- e. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- f. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by the license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.
- g. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- h. **NOTICE.** Any property on the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from GSA.
- i. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.
- j. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.
- k. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

l. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such conditions and requirements as GSA hereafter prescribes.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 USC 2000d) the applicable regulations of GSA (41 CFR subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other agreements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

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